

AGREEMENT BIBLIOGRAPHY

Agreement With:	RABC-ECC A Joint Venture
Agreement Type:	To design and build Fire Station No. 6 Community Building Project No. 7009
Date Approved:	03 28 2017
Start Date:	04 27 2017
End Date:	07 17 2018
Contract Amount:	\$5,535,919
Comments	File No. 61.proj.7009 Public Works/Engineering
Insurance Expiration:	07 27 2018
Date Archived:	ARCHIVED 05/24/2017



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steven R. Jones
Mayor

Phat Bui
Mayor Pro Tem - District 4

Kris Beard
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

May 19, 2017

RABC-ECC A Joint Venture
9834 River Street
Lakeside, CA 92040

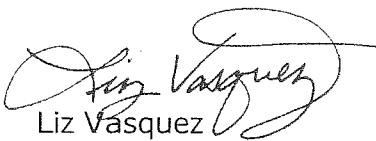
Attention: Jim Summers

Enclosed is a copy of the Design-Build Agreement by and between the City of Garden Grove and RABC-ECC A Joint Venture for the design, management and construction of Fire Station No. 6 and Community Building Project.

The Agreement was approved by the City Council at their meeting on March 28, 2017.

Sincerely,

Teresa Pomeroy
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works/Engineering

DESIGN-BUILD AGREEMENT

FOR

**CITY OF GARDEN GROVE
FIRE STATION NO. 6
AND
COMMUNITY BUILDING
PROJECT**

between

**The City of Garden Grove
as Owner**

and

**RABC-ECC A Joint Venture
as Design-Builder**

THIS DESIGN/BUILD AGREEMENT ("Contract" or "Agreement") is made and entered into this 28TH day of March, 2017 ("Effective Date") by and between the CITY OF GARDEN GROVE, a municipal corporation ("City"), and RABC-ECC A JOINT VENTURE ("Design-Builder") for design, management, and construction of Fire Station No. 6 and Community Building Project ("Project"). This Agreement is effective on the Effective Date.

RECITALS:

WHEREAS, State Law and Section 2.52.020 of the Garden Grove Municipal Code authorize the City to use design-build procurement for the design and construction of certain public works projects;

WHEREAS, Design-Builder shall perform, either directly or through subcontracts, the services set forth in this Agreement and the Contract Documents;

WHEREAS, Design-Builder warrants that it is ready, willing and able to design and build the Project subject to the terms and conditions of the Agreement; and

WHEREAS, Design-Builder has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, City and Design-Builder mutually agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS AND INTERPRETATION

1.1 Definitions.

The meaning of all terms used in the Agreement and not otherwise defined herein is contained in the General Conditions. City and Design-Builder are sometimes individually referred to as a "Party" and collectively as the "Parties." Except as indicated otherwise, all references to City include its elected officials, officers, directors, employees, agents, and volunteers. Except as indicated otherwise, all references to Design-Builder include its personnel, employees, agents, and Subcontractors.

1.2 Contract Documents.

The "Contract Documents" shall consist of the following documents, all of which are either attached hereto as Exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein:

1. This Agreement including all Exhibits and attachments;
 - a. The General Conditions attached as Exhibit I;
 - b. The Performance Bond attached hereto as Exhibit I;

- c. The Labor and Material Payment Bond attached hereto as Exhibit I; and
- d. Fire Station 6 memorandum; attached hereto as Exhibit D
- 2. The Proposal;
- 3. The Preliminary Design Documents;
- 4. The 2015 Standard Specifications for Public Works Construction ("Green Book") by the Southern California Chapter, American Public Works Association and the Southern California District, Associated General Contractors of California Joint Cooperative Committee as modified and supplemented by the City, as modified and supplemented by the City.
- 5. Construction Documents prepared by Design-Builder and approved by the City in writing;
- 6. Request for Proposals for this Project dated **December 21, 2016** ("Request for Proposals" or "RFP") and its addenda ("RFP Addenda") which are all on file at Garden Grove Public Works Department; and
- 7. Design Documents prepared by Design-Builder and approved by the City in writing.
- 8. Best and Final Offer, including equipment proposal.
- 9. Change Orders and such other documents incorporated into the Agreement.
- 1.3 Order of Precedence.

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete functional and finished system. In the event of conflicts or discrepancies among the Contract Documents, the order of precedence shall be as set forth below:

- 1. Change Orders;
- 2. Agreement and attached Exhibits, except for the General Conditions;
- 3. General Conditions;
- 4. RFP Addenda;
- 5. Request for Proposal;
- 6. City Standards;
- 7. Green Book;

8. Construction Documents;
 9. Design Documents;
 10. Preliminary Design Documents;
 11. Best and Final Offer; and
 12. Proposal, except Best and Final Offer
- 1.4 Entire Agreement.

This Agreement together with all other Contract Documents constitutes the entire agreement between the Parties and all other representations or statements theretofore made, verbal or written, are merged herein. Both Parties have, with the assistance of their respective counsel, drafted the provisions contained in this Agreement. Therefore, no provision in this Agreement will be construed in favor of or against any Party by virtue of the identity of its preparer. This Agreement may be amended only by written Modification executed by duly authorized representatives of the Parties hereto or according to the procedure set forth in the General Conditions.

ARTICLE 2 – TIME FOR PERFORMANCE

2.1 Contract Time.

Time is of the essence of this Agreement. By executing this Agreement, Design-Builder confirms that the Contract Time is a reasonable period for performing the Work. Design-Builder agrees to commence Services within five (5) calendar days after a written Notice to Proceed is issued by the City, to perform the Work in a diligent and workmanlike manner, to complete the Work in accordance with the time and Milestone Dates set forth in the Project Schedule, as hereinafter defined, to achieve Substantial Completion of the Work within **520 DAYS** after City's issuance of the Notice to Proceed and to achieve Final Completion of the Work within the time fixed by the City in its Certificate of Substantial Completion (the "Contract Time"). The Contract Time may be extended only with the written permission of the City.

2.2 Liquidated Damages for Design-Builder Delays.

2.2.1 Design-Builder and City have agreed to liquidate damages with respect to Design-Builder's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the Liquidated Damages set forth herein to constitute liquidated damages as such term is used in Government Code Section 53069.85. Design-Builder acknowledges and agrees that the Liquidated Damages are intended to compensate City solely for Design-Builder's failure to meet the deadline for Substantial Completion and shall not excuse Design-Builder from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

2.2.2 In the event that Design-Builder fails to achieve Substantial Completion of the Work within the Contract Time, Design-Builder agrees to pay City the following amounts:

a) \$2,700 per day for each calendar Day that Substantial Completion is delayed for the first thirty (30) days of delay;

b) \$3,200 per day for each calendar Day that Substantial Completion is delayed thereafter provided, however, that in any event Design-Builder's liability to City for Liquidated Damages shall be limited to ten percent (10%) of the Contract Price.

2.2.3 Design-Builder acknowledges and agrees that the foregoing damages have been set based on an evaluation by City of damages that it will incur in the event of late completion. Design-Builder and City agree that the amount of such damages is impossible to ascertain as of the date of execution hereof, and that such Liquidated Damages are necessary to fix Design-Builder's costs and to avoid later disputes over which items are properly chargeable to Design-Builder. It is understood and agreed by Design-Builder that any Liquidated Damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

2.2.4 It is further mutually agreed that City shall have the right to deduct Liquidated Damages against progress payments or retainage and that the City will issue a unilateral deductive change order and will reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of Liquidated Damages, Design-Builder shall pay the difference to City.

2.3 Delays and Extensions of Time.

2.3.1 Non-Compensable Delays. The Parties acknowledge that the following types of delays and events are not within the responsibility or control of City, and are reasonably contemplated by the Parties to occur during the course of performance of the Work which may impact the schedule for performance: (a) construction by separate contractors on or adjacent to the Site; and (b) Force Majeure events as described in the General Conditions ("Non-Compensable Delays"). Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under Section 8.2 of the General Conditions, shall be the sole remedy of Design-Builder for the above referenced Non-Compensable Delays. In no event shall Design-Builder be entitled to any compensation or recovery of any damages in connection with the Non-Compensable Delays identified in this section including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

2.3.2 Compensable Delays. If the date for Substantial Completion of the Work is delayed by events which are the responsibility of or within the control

of the City, are unforeseeable to design-Builder and would constitute an unreasonable charge against Design-Builder under the circumstances involved, the Design-Builder shall be entitled to an equitable adjustment of the Contract Time and/or the Contract Price, subject to the requirements of Article 8 of the General Conditions, including the notice and procedural requirements therein.

ARTICLE 3 – CONTRACT PRICE

The Design Build Entity promises and agrees, at its own cost and expense, to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project as described in the Contract Documents for a Contract Price not to exceed **\$5,535,919.00** ("Contract Price") subject to additions and deductions by Change Order. The Contract Price will fully compensate Design-Builder for the Work required by the Contract Documents. The Contract Price shall be paid in accordance with Article 4.

ARTICLE 4 – PAYMENT

4.1 Schedule of Values

Within ten (10) calendar days after City issues a Notice to Proceed, the Design-Builder shall submit to the City for review a detailed Schedule of Values, allocating the entire Contract Price, as contained in the Proposal or Best and Final Offer (as applicable), and miscellaneous costs of the Work with sufficient detail to serve as the basis for progress payments for performance of such Work. The prices contained in the Schedule of Values shall include all overhead and profit applicable to each line item of Work. The Schedule of Values, as agreed to by the City, shall be used as a basis for payments to Design-Builder based upon the percentage of Work completed as determined by the Engineer. The period covered by each Application for Payment for the Work shall be one (1) calendar month.

4.2 Procedures for Payment.

Each Application for Payment and payment shall be made in accordance with the procedures set forth in the General Conditions. An estimated billing/invoice schedule shall be provided and updated throughout the term of this Agreement to indicate cash flow requirements for the Project.

The City will make a proportionate progress payment up to, but not to exceed 50% of the value of all materials received on the Site, but not yet installed by the Design-Builder. In order to provide an allowance to make this proportionate progress payment, the City will require the Design-Builder to furnish certified invoices paid by the Design-Builder for all delivered materials. The City's Engineer will verify the quantities of materials received at the Site. The Design-Builder will not be allowed to remove from the Site any said materials and shall replace any said materials lost or damaged prior to installation or construction at its sole expense.

ARTICLE 5 – DESIGN-BUILDER'S DUTIES AND RESPONSIBILITIES

5.1 General Scope of Services.

5.1.1 The Design-Builder shall furnish all design and other Services, provide all equipment and materials and undertake all efforts necessary or appropriate to design, construct and perform the Work in accordance with the requirements of the Contract Documents, all Governmental Approvals, the City-approved Design and Construction Documents, all Applicable Laws, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Site. Design-Builder shall furnish the design and other Services, provide all Project materials and shall construct the Project as designed, in accordance all (a) with all professional engineering principles and construction practices generally accepted as standards of the industry in the State of California, (b) in a good and workmanlike manner, (c) free from defects and (d) in accordance with the terms and conditions set forth in the Contract Documents on a Turnkey Contract Basis. Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Substantial Completion of the Project and elements thereof on or before the Milestone Dates provided in the Contract Documents shall be Design-Builder's sole responsibility. The costs of all such materials, services and efforts are included in the Contract Price.

5.1.2 The scope of Work to be provided by Design-Builder is set forth in the Contract Documents as more particularly described in the Design and Performance Criteria which includes preliminary drawings and specifications.

5.1.3 The Design-Builder, whether a general contractor, construction manager or joint venture, shall hold a valid California Class "A" & "B" General Engineering Contractor license at the time of award of the Contract, and shall maintain the license at all times during performance of the Work.

5.1.4 The Design-Builder shall have a Registered Professional Civil Engineer licensed by the California State Board of Registration for Professional Engineers and Land Surveyors assigned to perform and or supervise all engineering work pursuant this Agreement.

5.1.5 All Subcontractors shall hold the appropriate California C-specialty, A-general engineering contractor license or engineering license, indicated on the Proposal at the time of award of the Contract and shall maintain the license at all times during performance of the Work.

5.1.6 Design-Builder and all Subcontractors, including unlisted Subcontractors, shall obtain a Business Tax Registration form from the City of Garden Grove Business License Division, prior to commencement of Work.

5.1.7 Design-Builder and all Subcontractors shall have a valid Department of Industrial Relations Registration Number at all times during performance of the Work.

5.2 Before Starting Work.

Design-Builder shall submit the following to City for review and acceptance within ten (10) calendar Days after City's issuance of the Notice to Proceed, and as a condition to payment:

- A. A detailed Project Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work including each Milestone Date specified in the Contract Documents;
- B. A schedule of required submittals described in Section 3.11 of the General Conditions and the times for submitting, reviewing and processing each submittal; and
- C. The Schedule of Values referenced in Section 4.1 herein acceptable to City in form and substance.

5.3 Initial Conference.

Within twenty (20) calendar days after the issuance of the Notice to Proceed, a conference attended by City, Design-Builder, and others as appropriate, will be held to establish a working understanding among the Parties as to the Work and to discuss the design concepts, updating schedules, progress meetings, procedures for handling submittals, processing Applications for Payment, maintaining required records, coordination with Subcontractors and other Project administration matters.

5.4 Evaluation of Preliminary Submittals.

5.4.1 At least ten (10) days before submission of the first Application for Payment, a conference attended by Design-Builder, City, and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. Design-Builder shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the documents. No progress payment shall be made to Design-Builder until the required submittals are acceptable to City. The detailed Project Schedule will be acceptable to City as providing an orderly progression of the Work to completion within any specified Milestone Dates and the Contract Time, but such acceptance will neither impose on City responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve Design-Builder from Design-Builder's full responsibility therefore. The format and structure of the Project Schedule will be as set forth in the Contract Documents and approved by City. City's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. Design-Builder's schedule of submittals will be acceptable to City as providing a workable arrangement for reviewing and processing the required submittals.

5.5 Key Personnel.

5.5.1 The Design-Builder's single lead Project Manager and authorized designee for this Project is **Kenny Kubiak**, kennyk@ecconstructors.com who has the authority to make decisions for and bind the Design-Builder. This Project Manager or designee is required to be on Site full time and shall manage and coordinate all phases and aspects of the Project. The Project Manager shall submit monthly progress reports to the City and maintain the Project Schedule. The Project Manager originally assigned to this Project shall not be changed once the Project has commenced unless the Project Manager ceases to be in the Design-Builder's employment or the City determines his performance to be unsatisfactory. The Project Manager and any authorized designee shall be subject the review, approval, and removal provisions in Section 5.5.2 herein. The Site manager may be different from the Project Manager. The Site manager will be required to live in or near Garden Grove with 24-hour access during the period of time when construction is performed on the Site.

5.5.2 In addition to the Project Manager, Design-Builder shall employ the Site Manager and key personnel identified in the Proposal or replacement personnel approved by the City in writing. City may at any time elect to add job categories to the key personnel list. City has the right to review the qualifications and character of each individual appointed to a key position (including personnel employed by Subcontractors) and to accept or reject the use of such individual. Design-Builder shall submit to the City in writing any proposed change in key personnel and obtain City's prior written consent to any such change. The City's consent to a change in key personnel shall not be unreasonably withheld. If City determines in its sole discretion that performance of any key personnel is unsatisfactory, then City has the right to direct a change in such key personnel. A California registered Civil engineer is required to be present on the Site during any civil construction.

5.6 Design Phase Services.

5.6.1 Design Professional Licensing Requirements. City does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of this Contract, Design-Builder acknowledges that City has no such intent. It is the intent of the Parties that Design-Builder is fully responsible for furnishing the design of the Project, although the fully licensed design firms designated as members of the Design Team will perform the design services required by the Contract Documents. Nothing in this article shall create a contractual relationship between such Persons and the City.

5.6.2 Standard of Care. All design Services to be performed by Design-Builder, the Design Team Members, other Subcontractors, and their employees identified by the Design-Builder or other Persons approved by the City shall be performed in an expeditious and professional manner using architects, engineers and other professionals properly licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations of such persons shall be undertaken and performed in the interest of the Design-Builder. All design Services performed pursuant to this Agreement shall be (a) provided with the standard of judgment, care, knowledge and skill which prevails among design professionals, of knowledge and skill, engaged in practice within Southern California under the same or similar circumstances, involving the design and construction of an

improvement such as this Project, and (b) in compliance with the Contract Documents and Applicable Laws. City's review and approval shall in no way relieve Design-Builder's full and complete responsibility on this Project.

5.6.3 Preliminary Design Phase. After City's issuance of the Notice to Proceed and within the times set forth in the Project Schedule accepted by City, Design-Builder shall:

5.6.3.1 Consult with City to understand City's requirements for the Project and review available data;

5.6.3.2 Advise City as to the necessity of City's providing or obtaining from others additional reports, data or services, and assist City in obtaining such reports, data, or services;

5.6.3.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design-Builder with whom consultation is to be undertaken in connection with the Project;

5.6.3.4 Prepare Preliminary Design Documents consisting of final Design and Performance Criteria, preliminary drawings, outline specifications, written descriptions of the Project and other documents to fix and describe the size, quality and character of the entire Project; the Preliminary Design Documents shall comply with the City Standards and Applicable Laws, and

5.6.3.5 Furnish the preliminary Design Documents to and review them with City for approval within the time indicated in the approved Project Schedule. Design-Builder shall not proceed with the Final Design Phase until it receives written authorization from City to do so.

5.6.4 Final Design Phase. Only after written acceptance by City of the Preliminary Design Documents, Design-Builder shall:

5.6.4.1 On the basis of the accepted Preliminary Design Documents and in accordance with the City Standards, Applicable Laws, prepare final Construction Documents showing the scope, extent, and character of the construction to be performed and furnished by Design-Builder, including technical drawings, schedules, diagrams, calculations, and specifications (which, unless otherwise approved by City, will be prepared, where appropriate, in general conformance with the fifty division of the Construction Specifications Institute MasterFormat) setting forth the requirements for construction of the Work which shall provide information customarily necessary for the use of those in building trades.

5.6.4.2 Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist City in consultations with appropriate authorities.

5.6.4.3 Furnish the above documents, drawings, calculations and specifications to and review them with City for approval within the time indicated in the approved Project Schedule at increments of at least 30%, 75%, 90%, and 100% completion of the Construction Documents. After City's approval of the final Construction Documents, said documents shall be incorporated into the Contract Documents. Design-Builder shall not proceed with the construction phase unless and until it receives written approval of the Construction Documents or portions thereof.

5.7 Construction Phase Services.

5.7.1 General.

5.7.1.1 Construction Services shall be performed by Design-Builder and/or by qualified and licensed contractors, Subcontractors and Suppliers who are selected, paid and acting in the interest of the Design-Builder in accordance with the procedures outlined in the Contract Documents. Design-Builder shall provide, or cause to be provided, and shall pay for design Services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5.7.1.2 The Design-Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures with City.

5.7.1.3 The Design-Builder shall keep the City informed of the progress and quality of the Work in the form of weekly written reports in a format required by the City. Design-Builder shall allow, cooperate, and assist City and its authorized employees and agents to perform inspections and testing of the Work.

5.7.1.4 The Design-Builder shall keep the Site free from accumulation of waste materials or rubbish caused by the Design-Builder's operations and shall comply with CAL-OSHA rules and regulations. At the completion of construction of the Work, the Design-Builder shall remove from and about the Site any and all tools, construction equipment, machinery, materials, waste materials and rubbish. Design-Builder shall not remove any City or City's agent's tools, construction equipment, machinery, temporary facilities, or materials.

5.7.1.5 Certification of Construction. As a condition to final payment to Design-Builder, each Design Team Member shall provide written certification that the Work has been constructed in accordance with the Contract Documents and with the design provided by such Person.

5.7.1.6 If the Design-Builder plans to use City water, he shall make arrangements for water purchases by contacting the City's Public Works Department at (714) 741-5192 and complete an application for temporary water service. If the Design-Builder plans to use City power, he shall make arrangements for a temporary electrical service by contacting the City's electrical Utility, phone number 714-741-5192.

5.7.1.7 The Design-Builder shall pay for all utility costs necessary for the performance of the Work, including, water and electricity.

5.7.2 Supervision and Coordination of Construction.

5.7.2.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents and Applicable Laws.

5.7.2.2 Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

5.7.2.3 Design-Builder shall supervise and direct the construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the construction in accordance with the Contract Documents and Applicable Laws. Design-Builder shall be solely responsible to see that the completed construction complies accurately with the Contract Documents and shall keep City advised as to the quality and progress of the Work.

5.7.2.4 Design-Builder shall coordinate its Work with adjoining property owners and tenants to provide access to the Site and adjoining property, and shall implement measures to prevent disruption to operations and occupancy of such property owners and tenants.

5.7.3 Labor, Materials and Equipment.

5.7.3.1 Design-Builder shall provide competent, suitably qualified personnel to survey and lay out the construction and perform construction as required by the Contract Documents and Applicable Laws. Design-Builder shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all construction at the Site shall be performed during regular working hours, and Design-Builder will not permit overtime work or the performance of construction on Saturday, Sunday or any legal holiday without City's prior written consent.

5.7.3.2 Design-Builder is prohibited from working on Saturdays, Sundays, holidays, or after normal business hours, except as limited by written approval from the Engineer before doing so, and must demonstrate the Work requested to be performed is on the critical path. When Work is performed on Saturdays, Sundays, holidays or after normal business hours at the request of Design-Builder, any extra costs incurred will be born solely by the Design-Builder. Further, any additional costs incurred by the City arising from Work performed on Saturdays, Sundays, holidays or after normal business hours at the request of Design-Builder, including, but not limited to, costs of inspections and tests, shall be reimbursed to City by Design-Builder.

5.7.3.3 Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. Design-Builder, in the presence of City's personnel, will direct the checkout of utilities and operations of systems and equipment.

5.7.3.4 All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of City. If required by City, Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

5.7.3.5 The testing of equipment or of any portion of the Work, shall be in accordance with the Specifications and as directed by the Engineer. The Design-Builder shall furnish, without additional costs to the City, all equipment, materials, labor and other incidentals requested to assist the City and their contracted testing and inspection firm with testing in accordance with Section 4 of the Green Book. The Design-Builder shall also provide access to any area of the Work for testing purposes and shall furnish, without cost, any assistance necessary to perform the testing. Soil density and concrete cylinder testing shall be performed by a private laboratory, selected and paid for by the City. Extra testing required, due to test failures, will be at the Design-Builder's expense, either as a billing by the City or as a deduction from the Contract Payment. The Design-Builder shall notify the City's field representative of the readiness of any phase of construction to be tested and shall not proceed with any subsequent phase of Work until the results of the test are known and approved by the City in writing.

5.8 Field Testing.

During the start-up or operational phase, Design-Builder shall:

- A. Conduct and train City staff in connection with the start-up, testing, refining and adjusting of any equipment or system.
- B. Provide training to City staff to operate and maintain the Project.
- C. Develop start up systems and procedures for operation and maintenance of and record keeping for the Project.
- D. Create a system operation & maintenance diagnostic manual and with drawings.

5.9 General Duties and Responsibilities.

The Design –Builder shall do all of the following:

5.9.1 Assist City in obtaining all permits and other Governmental Approvals required by the Contract Documents in connection with the Project. All Permit fees to be waived by the City. Any permit charges caused by more than three (3) plan check submittals or caused by errors and omissions in design shall be borne by Design-Builder without reimbursement by City.

5.9.2 Undertake all actions required by and all actions necessary to maintain in full force and effect all Governmental Approvals in effect during performance of the Work, including performance of all environmental mitigation measures and transportation related conditions of approval required by the Contract Documents.

5.9.3 Provide such assistance as is reasonably requested by City in dealing with any governmental agency. Such assistance may include providing information and reports regarding the Project as well as executing declarations and attending meetings and hearings. In no event shall Design-Builder be required to provide legal services.

5.9.4 The Design-Builder shall comply with all Applicable Laws/City Standards and shall give applicable notices pertaining thereto. The Design-Builder shall obtain all Governmental Approvals, including preparing and filing all documents required to obtain the necessary Governmental Approvals. Design-Builder shall secure all permits, Governmental Approvals, licenses and inspections necessary for the proper execution of the Work and completion of the Project. All Permit fees to be waived by the City.

5.9.5 Provide and maintain field offices for persons designated by City.

5.9.6 Design-Builder shall be responsible for construction means, methods, techniques, sequences, and procedures for Project implementation. Design-Builder shall supervise and be responsible to City for acts and omissions of its employees, agents, officers, Subcontractors, and other persons performing portions of the Work, as though all persons were directly or indirectly employed by Design-Builder.

5.9.7 Mitigate delays to the Project in all circumstances, to the extent reasonably possible.

5.9.8 Maintain the Site and the immediate surroundings in a clean and orderly condition, free of weeds, trash and graffiti.

ARTICLE 6 – CITY'S DUTIES AND RESPONSIBILITIES

6.1 City's Designation of Authorized Representative.

The City's Public Works Director or Engineer shall represent the City in all matters concerning this Agreement. The Engineer may designate in writing, from time to time, one or more representatives authorized to act on the City's behalf with respect to the Project.

6.2 City's Right to Make Changes and Award Separate Contracts.

City has the right to review, check, and inspect any part of the Project at any time. The City reserves the right to order changes in the Work, to perform Work or operations related to the Project with the City's own forces, and to award separate contracts in connection with the Project.

6.3 City's Right to Stop the Work.

If the Design-Builder fails to correct defective Work as required herein, or fails to carry out the Work in accordance with the Contract Documents, the City may, in its sole discretion, elect to order the Design-Builder to stop the Work, or any portion thereof, until the City reasonably determines that the cause for such order has been eliminated. The City's right to stop the Work is in addition to the City's right to terminate this Agreement.

6.4 Suspension by City for Convenience.

The City may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. If such suspension, delay or interruption causes the Design-Builder to incur increased cost for the performance of the Work, an adjustment to the Contract Price shall be made for such costs as are directly attributable to such suspension, delay or interruption. If such suspension, delay or interruption causes a delay to the critical path of the Work, an adjustment to the Contract Time shall be made.

6.5 City's Right to Carry Out the Work.

If the Design-Builder defaults and neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any of its obligations under the Contract Documents, the City may, after five (5) calendar days' written notice to the Design-Builder, and without prejudice to any other remedy the City may have, make good such deficiencies. In such case, City shall deduct from payments then or thereafter due the Design-Builder the cost of correcting such deficiencies. If the payments then or thereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder shall pay the difference to the City within thirty (30) days of written demand from the City.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

7.1 Independent Design-Builder.

Design-Builder is, and shall be, acting at all times in the performance of this Agreement as an independent Design-Builder. Design-Builder shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Design-Builder and its officers, agents and employees, and all business licenses, if any, in connection with the services to be performed hereunder.

7.2 City Employees and Officials.

Design-Builder shall employ no City official nor any regular City employee in the Work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of applicable provisions of law.

7.3 Notices.

Any notice or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to Design-Builder's agent (as designated in Section 5.5.1 hereinabove) or to the Engineer as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

TO CITY:

*City of Garden Grove.
Public Works Department
Attention: Carlos Norvani
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5191
(714) 741-5578 Fax*

TO DESIGN-BUILDER:

*RABC-ECC A Joint Venture
Attention: Jim Summers
9834 River Street
Lakeside, CA 92040
(760) 788-0800*

7.4 Contractor's License Notice:

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

7.5 Permits.

In completing the permit, Design-Builder shall use the address of the Site as its business address and may use any address for its mailing address. Copies of the permit(s) shall also be delivered to the Engineer. The City of Garden Grove will procure and pay for all permits and fees. The permit(s) must be obtained as soon as reasonably possible after Design-Builder receives a Notice to Proceed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 5/19/17

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
Scott C. Stiles
City Manager

ATTEST: [Signature]
City Clerk
Date: 5/19/17

"DESIGN-BUILDER"

[Signature]
By: Sherri L. Summers, Partner
Title: [Redacted]
Date: May 15, 2017

APPROVED AS TO FORM:
[Signature]
Garden Grove City Attorney
Date 5-16-17

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

EXHIBIT D: FIRE STATION 6 MEMORANDUM

RABC-ECC a JOINT VENTURE

Atten: Carlos Norvani

SUBJECT: Fire Station 6 MEMORANDUM

This Memorandum reflects our revised proposal of \$5,535,919 to design and construct Fire Station 6 and the adjacent Community Building incorporating the cost savings revisions.

The items listed below are intended to clarify RFP requirements that were adjusted/revised from the original RFP documents, in an effort to achieve the City's target cost limitation. In arriving at our proposal cost of 5,535,919, we made adjustments based on previous meetings and discussions with your team and in a manner that our design-build team thought would result in a best-value proposal that would give the City of Garden Grove a quality Fire Station and Community facility while trying to lower the overall cost of the project.

A) In accordance with verbal discussion- all testing, special and all fees and permits are to be procured and provided by the City of Garden Grove. (Excluded from our Proposal). Please revise paragraph 7.5 of the Design-Build Agreement accordingly –

B) Fire Station Signal requirements are removed from our contract scope of work and all design and construction cost of the traffic signal will be taken care of by the City of GG. (Not in our Proposal)

C) The community Building will be framed and constructed on site, in lieu of off-site pre-fabrication, and the building SF footprint is reduced by 400 SF to a revised total of 1,600 Square Feet.

** One issue not addressed is that the design of the community building has been added to our scope- We have included the added cost of design in our proposal, however- the additional time for design of the community building has not been addressed – If possible, we would like to have an additional 30 calendar days added to the contract duration for the design of the community building. Current time of duration is 490 calendar days- this request would revise to 520 calendar days- 30 added days for the additional design effort related to the community design.*

D) The “Alumawood or equal, with lattice roof” Shade Trellis attached patio cover at the community building will be eliminated and replaced by another form of shading equipment budgeted at \$7,500 – The design team will provide shading suggestions for the City's consideration that will meet the allotted budget for desired shading.

E) The outdoor patios at the Fire Station were reduced in Square Footage in order save cost – The BBQ area patio from approximately 350 SF down to 270 SF; and the Fitness Patio from 390SF down to 190SF.

F) Cabinets in the Fire Station will be Commercial grade casework and solid surface counter-tops at all locations, except for workbenches in apparatus bays; which will have sheet metal tops. Cabinets and counter-tops in community building will be commercial grade laminate.

G) Overhead Sectional Doors at Apparatus Bays in lieu of Bi-Fold Doors. (Bi-fold Doors are not provided)

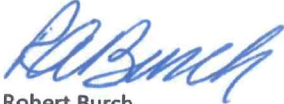
H) We are not providing Whole House Water Filtrations System or De-ionized water system.

I) Our proposal does not include Photovoltaic System solar array or inverters or any solar array mounting. We do include infrastructure provisions (conduit runs) for future Photovoltaic Power System to be provided by the owner. (Photovoltaic System not included.)

J) Landscape is to be reduced to fit a landscape budget of \$80,000. The landscape will be more in line with the Description of Work as described in the RFP and not as indicated in the conceptual landscape plan contained in the original RFP. ("Xerescape front with drought tolerant planting" and "rear planting as little as possible"). There is no artificial turf included in our design and cobble stone will be minimized or replaced with Decomposed Granite in Xerescape areas. The RFP calls for 50% of trees to be 24" box trees- our intent is to reduce the percentage of 24" box specimens to fit the landscape budget.

K) The stucco system at both the Fire Station and the Community Building will be revised to a standard 3 coat application 7/8" thick. The color/finish coat will be an elastomeric acrylic stucco finish with integral color selected by user. We do not include two layers of enamel paint over the top of the elastomeric stucco finish coat. Our design is using a stucco wall finish with metal panel accent, we proposal does not include any rock veneer or water table on the exterior walls.as described on page 65 of the RFP.

Sincerely,



Robert Burch
JV Partner – RABC-ECC a Joint Venture
President- R A Burch Construction Co; Inc.
Phone - 760-788-0800
Fax - 760-789-3549



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2017

Firestation 6

Joint Venture

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. <i>Wella Campbell</i> CA License No. 0C36861 701 B Street, 6th Floor San Diego CA 92101	CONTACT NAME: Wella Campbell
	PHONE (A/C, No., Ext): 619-849-3924 FAX (A/C, No.): 619-699-2164 E-MAIL ADDRESS: wcampbell@alliant.com
INSURED RABC - ECC A Joint Venture <i>Jim Summers</i> 9834 River Street Lakeside CA 92040 <i>619-440-7181</i> <i>619-540-7181 cell</i>	INSURER(S) AFFORDING COVERAGE
	INSURER A: Evanston Insurance Company <i>A, xv</i> NAIC # 35378
	INSURER B: Illinois Union Insurance Company <i>Att, xv</i> 27960
	INSURER C:
	INSURER D: <i>Jim@ecconstructors.com</i>
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 66269440 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	3C21180	4/27/2017	7/27/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	MKLV5EUL100154	4/27/2017	7/27/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability	Y	Y	WCP G28115775 001	4/27/2017	9/30/2018	Per Condition \$5,000,000 Aggregate \$5,000,000 Retention \$25,000

Reviewed and approved as to insurance language and requirements.
Heidi M. Jay
5-19-17
Risk Management

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability follows form.

Re: RABC-ECC Joint Venture - Fire Station No. 6 & Community Building; Project No. 7009.
City of Garden Grove, and its respective officers, officials, agents, employees, volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees are included as Additional Insured on primary and non-contributory basis, waiver See Attached...

CERTIFICATE HOLDER City of Garden Grove 11222 Acacia Parkway Garden Grove CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>CTE Jo</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED RABC - ECC A Joint Venture 9834 River Street Lakeside CA 92040	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

of subrogation applies.
 30 Days Notice of Cancellation applies.
 Pollution AI page 3 of 12 on ACE Form PF-30718 (09/10). Pollution Primary Non Contributory on ACE Form PF-29412 (04/10). Pollution Waiver of Subrogation on Page 11 of 12 on ACE Form PF-30718 (09/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Garden Grove, it's officers, officials, employees, agents and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-19-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers	Fire station 6 and community building being built at 12252 West Street, Garden Grove, CA 92840
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Jay
Risk Management
5-19-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-19-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

12252 West Street

Garden Grove

CA

92840

Project: Fire Station 6 & Community Building

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-19-17



INTERLINE
POLICY NUMBER: 3C21180

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions.

SCHEDULE

Name:	City of Garden Grove Attention: Risk Management
Address:	P.O. Box 3070 Garden Grove CA 92842
Number of days advance notice:	30 days - plus 3 days for mailing.

In the event of cancellation by us, we agree to mail advance written notice of cancellation to the person or organization described in the Schedule above.

All other terms and conditions remain unchanged.

Reviewed and approved as to insurance language
and/or requirements.
Neeraj M. Jay
Risk Management
5-19-17



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Premises:

Project:

Fire Station 6 & Community Building

This insurance applies only to liability arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule of this endorsement and operations necessary or incidental to those premises; or
2. The project shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-19-17

Pollution Liability Additional Insured

POLICY NUMBER: WCP G28115775 001 ✓

"insured" must receive the written consent of the Insurer prior to the selection and retention of such consultant, except in the event of an "emergency response". Any costs incurred prior to such consent shall not be covered pursuant to this Policy or credited against the "self-insured retention", except in the event of an "emergency response".

- D. "Legal defense expenses" reduce the Limits of Liability identified in Item 3. of the Declarations and shall be applied to the "self-insured retention".
- E. The Insurer shall present all settlement offers to the "insured". If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable "self-insured retention", is within the Limits of Liability, does not impose any additional, unreasonable burden on the "insured", and the "insured" refuses to consent to such settlement offer, then the Insurer's duty to defend the "insured" pursuant to this Policy shall end. Thereafter, the "insured" shall defend such "claim" independently. The Insurer's liability pursuant to this Policy shall not exceed the amount for which the "claim" could have been settled had the Insurer's settlement recommendation been accepted by the "insured", exclusive of the "self-insured retention".

IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to "covered operations" and "transportation" performed, and "claims" made, within the United States of America.

Notwithstanding, this Policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States of America, including, but not limited to, economic or trade sanction laws or export control laws administered by the United States Government.

V. DEFINITIONS

A. "Additional insured" means:

- 1. Any person or entity specifically endorsed onto this Policy as an "additional insured", if any. Such "additional insured" shall maintain only those rights pursuant to this Policy as are specified by endorsement; and
 - 2. All clients of a "named insured", but only when required by written contract or agreement and solely with respect to the "covered operations" performed by or on behalf of the "named insured" for that client. However, such clients are covered solely with respect to "loss" and "emergency response costs" arising out of "covered operations" and are not covered for any "loss" or "emergency response costs" arising out of the clients' own liability.
- B. "Bodily injury"** means physical injury, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom, and any prospective medical monitoring costs that are intended to confirm any such physical injury, illness or disease.
- C. "Claim"** means the assertion of a legal right received by an "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "loss" arising out of a "pollution condition" resulting from "covered operations", "completed operations", or "transportation" to which this insurance applies.
- D. "Completed operations"** means "covered operations" that have been completed. "Covered operations" shall be deemed completed at the earliest of the following times:
- 1. When all the "covered operations" called for within a particular contract have been completed;
 - 2. If the contract calls for "covered operations" at more than one site, when all the "covered operations" to be done at one or more sites within a particular contract have been completed; or
 - 3. When that part of the "covered operations" called for within a particular contract has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Heidi M. Jay
Risk Management
5-19-17

Pollution Liability Waiver of Subrogation

POLICY NUMBER: WCP G28115775 001

E. Subrogation

In the event of any payment pursuant to this Policy by the Insurer, the Insurer shall be subrogated to all of the "insured's" rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insured" shall do nothing to prejudice such rights after the commencement of a "pollution condition" to which coverage afforded pursuant to this Policy may apply. Any recovery as a result of subrogation proceedings arising pursuant to this Policy shall accrue first to the "insured" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment pursuant to the Policy; and then to the "insured" to the extent of the "self-insured retention". Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, the Insurer hereby waives its rights of subrogation against Clients of a "named insured" where required by written contract executed prior to the relevant "loss" or "emergency response" to which this insurance applies.

F. Representations

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, Schedules, and Application for this Policy are accurate and complete;
2. Those statements are based upon representations the "first named insured" made to the Insurer; and
3. This Policy has been issued in reliance upon the "first named insured's" representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation Conditions 2.a. and 2.b., above, and any obligations specifically assigned to the "first named insured", this Policy applies:

1. As if each "insured" were the only "insured"; and
2. Separately to each "insured" against whom a "claim" is made.

H. Other Insurance

1. If other valid and collectible insurance is available to the "insured" covering a "loss" or "emergency response costs" also covered by this Policy, this insurance shall apply as primary insurance. The Insurer's obligations are not affected unless any other applicable, unaffiliated insurance is also determined to be primary. In that event, the Insurer shall share with the insurer underwriting such other insurance by the method described in Paragraph 2., below.

2. Method of Sharing

If all of the other insurance permits contribution by equal shares, the Insurer shall follow this method also. Pursuant to this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, the Insurer shall contribute by limits. Pursuant to this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

I. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the "insured" shall submit to the jurisdiction of the State of New York, and shall comply with all requirements necessary to give its courts such jurisdiction. Further, it is also agreed that there is no concurrent jurisdiction in any court outside of the State of New York. Nothing in this provision shall constitute, or should be construed to constitute, a waiver of the Insurer's right to remove any action to a United States District Court.

NO

OTHER INSURANCE (Primary) ENDORSEMENT (CPL OCC)

Named Insured RABC-ECC A Joint Venture			Endorsement Number 13
Policy Symbol WCP	Policy Number G28115775 001	Policy Period 04/27/2017 to 09/30/2018	Effective Date of Endorsement 04/27/2017
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section VIII., **GENERAL CONDITIONS**, Subsection H., **Other Insurance**, of this Policy is hereby deleted in its entirety and replaced with the following:

H. Other Insurance

If other valid and collectible insurance is available to the "insured" covering "loss" or "emergency response costs" also covered by this Policy, this Policy shall apply as primary insurance.

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-19-17



EVANSTON INSURANCE COMPANY

SCHEDULE OF UNDERLYING INSURANCE

Type of Policy/Carrier	Limits Of Liability	
General Liability	Occurrence	\$1,000,000
Carrier: Evanston	General Aggregate	\$2,000,000
Effective Date: 04/27/2017	Products and Completed Operations	\$2,000,000
Expiration Date: 07/27/2018	Aggregate	
	Personal and Advertising Injury	\$1,000,000

Carrier:
Effective Date:
Expiration Date:

Carrier:
Effective Date:
Expiration Date:

Carrier:
Effective Date:
Expiration Date:

Carrier:
Effective Date:
Expiration Date:

Reviewed and approved as to insurance language
and/or requirements.

Weidi M. Jay
Risk Management
5-19-17

All Limits Of Insurance are Each Occurrence and Aggregate, if applicable.



Contractors Pollution Liability Project Insurance Policy

Occurrence-Based Coverage

This Policy is issued by the stock insurance company identified above (herein called *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR EMERGENCY RESPONSE COSTS THAT IS LIMITED BY SPECIFIC REPORTING CRITERIA, WHICH COVERS ONLY EMERGENCY RESPONSE COSTS REPORTED TO THE INSURER, IN WRITING, WITHIN THE SPECIFIC TIMING REQUIREMENTS IDENTIFIED IN THIS POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND SHALL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

Throughout this Policy the words *the Insurer* shall refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section V., **DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon all statements made in the Application to this Policy, including the information furnished by the "insured" in connection therewith, and subject to all terms, definitions, conditions, exclusions, and limitations of this Policy, the Insurer agrees to provide insurance coverage to the "insured" as described herein.

I. INSURING AGREEMENT

The Insurer agrees to pay on behalf of the "insured" for:

"Loss" and "emergency response costs", in excess of the "self-insured retention", which the "insured" becomes legally obligated to pay because of a "pollution condition".

It is a condition precedent to coverage afforded pursuant to this Policy that:

1. Any such "bodily injury", "property damage" or "environmental damage" associated with such "loss" occur during the "policy period" and result from "covered operations", "completed operations" or "transportation"; or
2. Any such:
 - a. "Emergency response costs" are incurred by the "insured" during the "policy period" and result from "covered operations", "completed operations" or "transportation"; and
 - b. "Emergency response" is reported by the "insured", in writing, to the Insurer within seven (7) days of the date when "emergency response costs" are first incurred by the "insured".

II. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

- A. It is expressly agreed that the Insurer's obligation to pay for any covered "loss" or "emergency response costs" pursuant to this Policy shall attach to the Insurer only after a "named insured" has paid the full amount of the "self-insured retention" with respect to any covered "pollution condition". Under no circumstances shall the Insurer be liable to pay any amount within the "self-insured retention". In the event that the "first named insured" cannot provide satisfactory evidence that it has itself paid, or any other "named insured" has paid, the full amount of the "self-insured retention" with respect to any covered "pollution condition", the "first named insured" shall remain responsible to pay the "self-insured retention" before the Insurer's payment obligations pursuant to this Policy shall attach with respect to coverage sought by any "insured".

Notwithstanding the foregoing, if the "insured" agrees with the Insurer to use "mediation" to successfully resolve any "claim" for which "legal defense expenses" have been incurred, then the "self-insured retention" applicable to the "pollution condition" that corresponds to such "claim" shall be reduced by fifty

percent (50%), subject to a maximum reduction in the "self-insured retention" of twenty-five thousand dollars (\$25,000).

- B. One "self-insured retention" shall apply to all "loss" and "emergency response costs" arising out of the same, continuous, repeated or related "pollution condition".
- C. The Aggregate Limit of Liability identified in Item 3.b. of the Declarations shall be the maximum liability of the Insurer pursuant to this Policy with respect to all "loss" and "emergency response costs" arising out of all "pollution conditions" covered pursuant to this Policy, irrespective of the time of payment by the Insurer.
- D. Subject to Subsection C., above, and subject to Subsections E. and F., below, the most the Insurer shall pay for all "loss" and "emergency response costs" arising out of the same, continuous, repeated or related "pollution condition" is the Limit of Liability identified in Item 3.a. of the Declarations.
- E. All "loss" arising out of the same, continuous, repeated or related "pollution condition" shall be treated as a single "loss" arising out of a single "pollution condition" pursuant to a single policy. Said "loss" shall be subject to the Limits of Liability and "self-insured retention" of the policy in effect at the time that the "pollution condition" first commenced, and no other policy shall respond.
- F. Indivisible, progressive "bodily injury", "property damage" or "environmental damage" over multiple policy periods caused by the same, continuous, repeated or related "pollution condition" shall be deemed to have occurred only in the policy period of the date of the first exposure to the "pollution condition". If the Insurer or an affiliate has issued occurrence-based contractors pollution liability coverage to the "insured" over successive policy periods, and, if the date of such first exposure cannot be conclusively determined, but the indivisible, progressive "bodily injury", "property damage" or "environmental damage" continues to exist during the Insurer's successive periods of coverage, the "bodily injury", "property damage" or "environmental damage" shall be deemed to have occurred only on the effective date of the first, relevant contractors pollution policy issued by the Insurer.

III. DEFENSE AND SETTLEMENT

- A. Except as otherwise specified in Section IV., **COVERAGE TERRITORY**, of this Policy, the Insurer shall have the right and the duty to defend the "insured" against a "claim" to which this insurance applies. The Insurer shall have no duty to defend the "insured" against any "claims" to which this insurance does not apply. The Insurer's duty to defend ends once the Limits of Liability are exhausted or are tendered into a court of applicable jurisdiction, or once the "insured" refuses a settlement offer as provided in Subsection E., below.
- B. The Insurer shall have the right to select legal counsel to represent the "insured" for the investigation, adjustment, and defense of any "claim" covered pursuant to this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the "insured"; such consent shall not be unreasonably withheld. "Legal defense expense" incurred prior to the selection of legal counsel by the Insurer shall not be covered pursuant to this Policy or credited against the "self-insured retention".

In the event the "insured" is entitled by law to select independent counsel to defend itself at the Insurer's expense, the attorney fees and all other litigation expenses the Insurer must pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending "claims" or lawsuits of similar complexity in the jurisdiction where the "claim" arose or is being defended. In addition, the "insured" and the Insurer agree that the Insurer may exercise the right to require that such counsel: **1)** have certain minimum qualifications with respect to their competency, including experience in defending "claims" similar to those being asserted against the "insured"; **2)** maintain suitable errors and omissions insurance coverage; **3)** be located within a reasonable proximity to the jurisdiction of the "claim"; and **4)** agree in writing to respond in a timely manner to the Insurer's requests for information regarding the "claim". The "insured" may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.

- C. The "insured" shall have the right and the duty to retain a qualified environmental consultant to perform any investigation and/or remediation of any "pollution condition" covered pursuant to this Policy. The

"insured" must receive the written consent of the Insurer prior to the selection and retention of such consultant, except in the event of an "emergency response". Any costs incurred prior to such consent shall not be covered pursuant to this Policy or credited against the "self-insured retention", except in the event of an "emergency response".

- D. "Legal defense expenses" reduce the Limits of Liability identified in Item 3. of the Declarations and shall be applied to the "self-insured retention".
- E. The Insurer shall present all settlement offers to the "insured". If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable "self-insured retention", is within the Limits of Liability, does not impose any additional, unreasonable burden on the "insured", and the "insured" refuses to consent to such settlement offer, then the Insurer's duty to defend the "insured" pursuant to this Policy shall end. Thereafter, the "insured" shall defend such "claim" independently. The Insurer's liability pursuant to this Policy shall not exceed the amount for which the "claim" could have been settled had the Insurer's settlement recommendation been accepted by the "insured", exclusive of the "self-insured retention".

IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to "covered operations" and "transportation" performed, and "claims" made, within the United States of America.

Notwithstanding, this Policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States of America, including, but not limited to, economic or trade sanction laws or export control laws administered by the United States Government.

V. DEFINITIONS

A. "Additional insured" means:

- 1. Any person or entity specifically endorsed onto this Policy as an "additional insured", if any. Such "additional insured" shall maintain only those rights pursuant to this Policy as are specified by endorsement; and
- 2. All clients of a "named insured", but only when required by written contract or agreement and solely with respect to the "covered operations" performed by or on behalf of the "named insured" for that client. However, such clients are covered solely with respect to "loss" and "emergency response costs" arising out of "covered operations" and are not covered for any "loss" or "emergency response costs" arising out of the clients' own liability.

B. "Bodily injury" means physical injury, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom, and any prospective medical monitoring costs that are intended to confirm any such physical injury, illness or disease.

C. "Claim" means the assertion of a legal right received by an "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "loss" arising out of a "pollution condition" resulting from "covered operations", "completed operations", or "transportation" to which this insurance applies.

D. "Completed operations" means "covered operations" that have been completed. "Covered operations" shall be deemed completed at the earliest of the following times:

- 1. When all the "covered operations" called for within a particular contract have been completed;
- 2. If the contract calls for "covered operations" at more than one site, when all the "covered operations" to be done at one or more sites within a particular contract have been completed; or
- 3. When that part of the "covered operations" called for within a particular contract has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

"Covered operations" that may need service, maintenance, correction, repair or replacement, but which are otherwise completed, shall be deemed completed. "Covered operations" that have been abandoned shall be treated as not yet completed.

- E. **"Covered operations"** means those operations specifically identified in Item 7. of the Declarations that are performed at a "work site" by or on behalf of a "named insured".
- F. **"Emergency response"** means actions taken within seventy-two (72) hours by the "insured" to respond to and/or abate an immediate threat to human health or the environment arising out of a "pollution condition" resulting from "covered operations", "completed operations" or "transportation" to which this insurance applies.
- G. **"Emergency response costs"** means reasonable "remediation costs" incurred within seventy-two (72) hours by the "insured" to respond to and/or abate an immediate threat to human health or the environment arising out of a "pollution condition" resulting from "covered operations", "completed operations" or "transportation" to which this insurance applies.
- H. **"Environmental damage"** means physical damage to buildings or structures, land, the atmosphere, surface water, groundwater, or sediment arising out of a "pollution condition" that results in "remediation costs". "Environmental damage" does not mean "property damage".
- I. **"First named insured"** means the person or entity identified in Item 1. of the Declarations. The "first named insured" is the party responsible for the payment of any premiums and the payment of, or evidencing payment of, any applicable "self-insured retention" amounts. The "first named insured" shall also serve as the sole agent on behalf of all "insureds" with respect to the provision and receipt of notices, including any notice of cancellation or non-renewal, receipt and acceptance of any endorsement or any other change to this Policy, return of any premium, assignment of any interest pursuant to this Policy, unless any such responsibilities are otherwise designated by endorsement.
- J. **"Fungi"** means any form or type of fungus, including, but not limited to, mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by "fungi".
- K. **"Insured"** means the "first named insured", any "named insured", any "additional insured", and:
 - 1. Any current or former director of, officer of, partner in, employee of, or, with respect to a limited liability company, member of, a "named insured" while acting within the scope of his or her duties as such;
 - 2. The heirs, executors, administrators, and legal representatives of each "insured", as defined in Paragraph 1., above, in the event of death, incapacity or bankruptcy, but only with respect to liability arising out of "covered operations" rendered on behalf of a "named insured" prior to death, incapacity or bankruptcy;
 - 3. Any person who is a temporary or leased worker performing "covered operations" on behalf of, and pursuant to the supervision of, an "insured"; and
 - 4. A joint venture to which a "named insured" is a party, but only to the extent the joint venture's legal liability arises out of the "named insured's" performance of "covered operations" pursuant to any such joint venture.
- L. **"Insured contract"** means that part of any contract or agreement pertaining to "covered operations", whereby a "named insured" assumes the liability of a third-party to pay for "loss".
- M. **"Legal defense expense"** means reasonable legal costs, charges and expenses, including expert charges, incurred by the "insured" in the investigation, adjustment, or defense of "claims" or suits.
- N. **"Loss"** means "bodily injury", "property damage", and "remediation costs", including any related "legal defense expenses".
- O. **"Low-level radioactive waste"** means waste that is radioactive but not classified as the following: high-level waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed),

uranium milling residues, and waste with greater than specified quantities of elements heavier than uranium.

- P. **“Mediation”** means a conciliatory, non-binding attempt to resolve a “claim” using a neutral, third-party facilitator.
- Q. **“Mixed waste”** means waste containing both radioactive and hazardous components as defined pursuant to United States law in the Atomic Energy Act and the Resource Conservation and Recovery Act as each may be amended.
- R. **“Named insured”** means the “first named insured” and any person or entity specifically endorsed onto this Policy as a “named insured”, if any. Such “named insured” shall maintain the same rights pursuant to this Policy as the “first named insured”, unless otherwise specified by endorsement.
- S. **“Natural resource damage”** means injury to, destruction of, or loss of, including the resulting loss of value of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America (including the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any state or local government, or any First Nation or Native American Tribe, or, if such resources are subject to a trust restriction on expropriation or alienation, any members of any First Nation or Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- T. **“Non-owned disposal site”** means a site that is not now, and has not been, owned or operated by an “insured”, which receives or has received waste resulting from “covered operations”.
- U. **“Policy period”** means:
1. The period identified in Item 2.a. of the Declarations, or any shorter period resulting from the cancellation of this Policy; and
 2. Solely with respect to “completed operations, the period identified in Item 2.b. of the Declarations to this Policy.
- V. **“Pollution condition”** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including soil, sedimentation, silt, smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. For the purpose of this definition, waste materials includes, but is not limited to, “low-level radioactive waste”, “mixed waste” and medical, infectious or pathological wastes.
- W. **“Property damage”** means any of the following:
1. Physical injury to, or destruction of, tangible property owned by third-parties, including all resulting loss of use of that property;
 2. Loss of use of tangible property owned by third-parties that is not physically injured or destroyed;
 3. Diminished value of property owned by third-parties; and
 4. “Natural resource damages”.
- “Property damage” does not mean “environmental damage”.
- X. **“Remediation costs”** means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize “pollution conditions” to the extent required by applicable law. “Remediation costs” shall also include:
1. Reasonable legal cost, where such cost has been incurred by an “insured” with the prior written consent of the Insurer; and

2. Reasonable expenses required to restore, repair or replace real or personal property, owned by third-parties, to substantially the same condition it was in prior to being damaged during the course of responding to a "pollution conditions".
- Y. "Responsible insured"** means any employee of an "insured" responsible for environmental affairs, control, or compliance of a "covered operation", and any officer or director of, or partner in, an "insured".
- Z. "Self-insured retention"** means the dollar amount identified in Item 4. of the Declarations or as otherwise designated by endorsement, if any.
- AA. "Terrorism"** means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- BB. "Transportation"** means movement via automobile or watercraft, by or on behalf of an "insured", of waste derived from "covered operations" or materials reasonably related to "covered operations", including the loading and unloading of such waste or material, provided that such movement is:
1. Within the boundaries of a "work site";
 2. To or from a "work site"; or
 3. From a "work site" to a "non-owned disposal site".
- CC. "War"** means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.
- DD. "Work Site"** means a location where "covered operations" are being performed, including real property rented or leased by the "named insured" on a temporary basis for the purpose of providing "covered operations" for a client.
- "Work site" does not mean:
1. A "non-owned disposal site"; or
 2. To the extent that Premises Pollution Liability Coverage is added to this Policy by endorsement, a "covered location".

VI. EXCLUSIONS

This insurance does not apply to "loss" or "emergency response costs" arising out of or related to:

A. Contractual Liability

Any liability of others assumed by the "insured" through contract or agreement. This exclusion does not apply to liability:



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
5/15/2017

Joint venture

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Alliant Insurance Services, Inc. CA License No. 0C36861 701 B Street, 6th Floor San Diego, CA 92101	PHONE (A/C, No. Ext): 619-849-3924 <i>Wella Campbell</i>	COMPANY AGCS Marine Insurance Company <i>At, XV</i>
FAX (A/C, No): 619-699-2164	E-MAIL ADDRESS: wcampbell@alliant.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: ECCONST-02		
INSURED RABC - ECC A Joint Venture 9834 River Street Lakeside, CA 92040	LOAN NUMBER	POLICY NUMBER MXI93076430
	EFFECTIVE DATE 04/27/2017	EXPIRATION DATE 09/30/2018
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION 12252 West Street, Garden Grove, CA 92840

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builder's Risk Coverage Any One Occurrence	\$5,535,919	\$5,000

REMARKS (Including Special Conditions)

Re: RABC-ECC Joint Venture - Fire Station No. 6 & Community Building; Project No. 7009.
City of Garden Grove, and its respective officers, officials, agents, employees, volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees are included as Loss Payee 30 Days Notice of Cancellation applies.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Garden Grove 11222 Acacia Parkway Garden Grove CA 92840	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>C. E. Jo</i>	

Wella Campbell
Risk Management
5-19-17



Allianz Global Corporate & Specialty®

LOSS PAYABLE PROVISIONS ENDORSEMENT

Commercial Inland Marine

Insured RABC - ECC A Joint Venture

Policy Number MXI93076430 ✓

Producer

Effective Date 04/27/2017

This endorsement modifies insurance provided under the Commercial Inland Marine Coverage Forms.

Schedule

Provisions Applicable Loss Payable Lender's Loss Payable Contract of Sale

Description of Property

Fire Station No. 6 & Community Building; Project No. 7009.

Loss Payee (Name & Address)

City of Garden Grove, and its respective officers, officials, agents, employees, volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees 11222 Acacia Parkway Garden Grove, CA 92840

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

A. The following is added to the LOSS ADJUSTMENT PROVISIONS, Loss Payee, as indicated in the Declarations or in the Schedule.

Loss Payable

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

Adjust losses with you; and

Pay any claim for loss or damage first to the Loss Payee, and then to you, as the interests may appear.

Lender's Loss Payable

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgageholder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:

Warehouse receipts;

A contract for deed;

Bills of lading; or

Financing statements.

Reviewed and approved as to insurance language and/or requirements.

Handwritten signature: Heidi M. Jay, Risk Management, 5-19-17

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

Pays any premium due under this Coverage Part at our request if you have failed to do so;

Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee. All of the terms of the Coverage Part will then apply directly to the Loss Payee.

If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

30 days before the effective date of cancellation if we cancel for any other reason.

Contract of Sale

The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

Adjust losses with you; and

Pay any claim for loss or damage first to the Loss Payee and then to you, as the interests may appear.

This Form must be attached to Change Endorsement when issued after the policy is written.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	CONTACT NAME: Carla Lintner PHONE (A/C, No, Ext): 619 231-1010 E-MAIL ADDRESS:	FAX (A/C, No): 6192369134
	INSURER(S) AFFORDING COVERAGE	
INSURED RA Burch Construction Co Inc P.O. Box 1590 Ramona, CA 92065-0895	INSURER A: Continental Casualty Company <i>A, XV</i>	NAIC # 20443
	INSURER B: State Compensation Ins. Fund of <i>NR</i>	NAIC # 35076
	INSURER C: Valley Forge Insurance Company <i>A, XV</i>	NAIC # 20508
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Reviewed and approved as to insurance language and/or requirements. <i>Heidi M. Jay</i> Risk Management 5-19-17			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6043058476	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6018526813	07/01/2016	07/01/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			916181916	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is subject to policy limits, conditions and exclusions.
RE: RABC-ECC Joint Venture - Fire Station No. 6 & Community Building: Project No. 7009
City of Garden Grove and its respective officers, officials, agents, employees, volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees are Named as an Additional Insured (AL) per the captioned operations of the Named Insured. Coverage is Primary and (See Attached Descriptions)

CERTIFICATE HOLDER City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Non Contributory. Waiver of Subrogation applies (WC).

(GL-COVERAGE APPLIES TO OFF-SITE ONLY. OCIP/WRAP)

(AL/WC COVERAGES APPLY TO WORK PERFORMED BOTH ON AND OFF-SITE. OCIP/WRAP)



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
City of Garden Grove and its respective officers, officials, agents, employees, volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Jay
Risk Management
5-19-17



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

REP 04

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SP
7-05-42-00
PAGE 1

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

Effective: 07/01/2016
Expiration 07/01/2017

R.A. BURCH CONSTRUCTION CO., INC.
P.O. BOX 1590
RAMONA, CA 92065-0895

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

2572

Kent R. Va. Lauf
AUTHORIZED REPRESENTATIVE

Thomas E. Rone
PRESIDENT AND CEO

SCIF FORM 10217 (REV. 1-2012)

OLD DP 217

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Gray
Risk Management
5-19-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 701 B Street, 6th floor San Diego CA 92101	CONTACT NAME: Wella Campbell	
	PHONE (A/C, No, Ext): 619-849-3924	FAX (A/C, No): 619-699-2164
E-MAIL ADDRESS: wcampbell@alliant.com		
INSURED EC CONST-02 EC Constructors Inc. 9834 River Street Lakeside CA 92040 <i>Jim Summers</i> <i>619-440-7181</i> <i>cell 619-540-7181</i>		INSURER(S) AFFORDING COVERAGE
		INSURER A: American Fire and Casualty Company <i>A, XV</i> NAIC # 24066
		INSURER B: Liberty Insurance Underwriters, Inc <i>A, XV</i> 19917
		INSURER C: Underwriters at Lloyd's London (IL) <i>NR</i> 15792
		INSURER D: Redwood Fire and Casualty Insurance <i>Att</i> 11673
		INSURER E: <i>XV</i>
		INSURER F: <i>Jim@ecconstructors.com</i>

COVERAGES CERTIFICATE NUMBER: 1972820095 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<i>Revised and approved as to insurance language and requirements.</i> <i>Heidi M. Jay</i> <i>5-19-17</i> <i>Risk Management</i>			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAA(18)56502508	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ Nil			1000257395-01	5/1/2017	5/1/2018	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 Deductible \$ Nil
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECWC806340	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made			CPP-0000016-02	5/1/2017	5/1/2018	Each Claim \$5,000,000 Aggregate \$5,000,000 Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess goes over Auto Coverage.
Re: RABC-ECC Joint Venture - Fire Station No. 6 & Community Building; Project No. 7009.
City of Garden Grove, and its respective officers, officials, agents, employees, volunteers. and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees are included as Additional Insured. Waiver of Subrogation applies.

CERTIFICATE HOLDER City of Garden Grove 11222 Acacia Parkway Garden Grove CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>C. E. Jo</i>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. **BROAD FORM INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-19-17

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All CA Operations	5776.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 5/1/17	Policy No. ECWC806340	Endorsement No.
Insured: EC Constructors Inc		Premium \$

Insurance Company: Redwood Fire and Casualty Insurance

WC 99 04 10B Countersigned by _____

Reviewed and approved as to insurance language
and/or requirements

Heidi M. Jay
Risk Management
5-19-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Schedule

Name of Person(s) or Organization(s):

City of Garden Grove, and its respective officers, officials, agents, employees, volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees
11222 Acacia Parkway
Garden Grove CA 92840

Regarding Designated Contract or Project:

RABC-ECC Joint Venture - Fire Station No. 6 & Community Building; Project No. 7009.

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Reviewed and approved as to insurance language
and/or requirements.

Weidi M. Jay
Risk Management
5-19-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

SCHEDULE

1. Name or Person or Organization:

City of Garden Grove

2. Mailing Address:

11222 Acacia Parkway
Garden Grove CA 92840

3. Number Days Advance Notice:

30

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-19-17

All other terms and conditions of this policy remain unchanged

FAITHFUL PERFORMANCE BOND

Travelers Casualty and Surety Company of America Bond No. 106628461
Hartford Fire Insurance Company Bond No. 72BCSH07390
Premium \$53,047.00
Premium is for contract term and subject to adjustment based on final contract amount

NOTICE: TO WHOM IT MAY CONCERN: that we, RABC-ECC, A Joint Venture, as Principal, and Travelers Casualty and Surety Company of America AND Hartford Fire Insurance Company, as Sureties, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of Five Million Five Hundred Thirty-Five Thousand Nine Hundred Nineteen and No/100ths Dollars (\$5,535,919.00)----- Lawful money of the United States, for the payment of which we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

A+, XV
A+, XV

That the Sureties offices are located at Travelers Casualty and Surety Company of America, 21688 Gateway Center Drive, Diamond Bar, CA 91765, telephone no. 909-612-3659, AND Hartford Fire Insurance Company, One Pointe Drive, Suite 325, Brea, CA 92821, telephone no. 714-674-1307; the Sureties are licensed to do business in the State of California and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: 0D80832
Address: 11512 El Camino Real, #120, San Diego, CA 92130
Telephone No.: 858-764-7447

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: N/A
Non-resident agent's office address: N/A
N/A
Telephone No.: N/A

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated the 28th day of March, 2017, with the CITY OF GARDEN GROVE for Design/Build Fire Station No. 6 and Community Building Project.
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents

5-17-17
Reviewed and approved as to insurance language and/or requirements.
Therese M. Gray
Risk Management

FAITHFUL PERFORMANCE BOND (Continues)

Travelers Casualty and Surety Company of America Bond No. 106628461

Hartford Fire Insurance Company Bond No. 72BCSH07390

or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

Executed this 15th day of May, 2017

RABC-ECC, A Joint Venture

Travelers Casualty and Surety Company of America

Principal

Surety

By: [Signature]

By: [Signature]

Brooke Lafrenz, Attorney-in-Fact
California Resident Agent

Hartford Fire Insurance Company

Surety

By: [Signature]

Brooke Lafrenz, Attorney-in-Fact
California Resident Agent

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

SEE ATTACHED CALIFORNIA ALL-PURPOSE
NOTARY ACKNOWLEDGMENT WITH REQUIRED
STATE OF CALIFORNIA NOTARY WORDING

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____

known to me to be the Attorney-in-Fact of the _____, of

(Corporation)

_____, and acknowledged that it executed the attached bond to the

(State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

Notary Public in and for said County and State

My Commission expires: _____

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 15 May 2017 before me, Joy Rogers, Notary Public,
(Here insert name and title of the officer)

personally appeared Brooke Lafrenz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230435

Certificate No. 006667229

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brooke Lafrenz, Larry D. Cogdill, Michael W. Thomas, Gladys Rogers, and Audrey Rodriguez

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of February, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15TH day of May, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 15 May 2017 before me, Joy Rogers, Notary Public,
(Here insert name and title of the officer)

personally appeared Brooke Lafrenz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-250576

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Linda Matsis, Marc Bishara, Eileen Parnes, Jeannene Scearce, Brooke Lafrenz, Larry D. Cogdill, Michael W. Thomas, Gladys Rogers
of
Woodland Hills, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **15 May 2017**
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

LABOR AND MATERIAL BOND

Travelers Casualty and Surety Company of America Bond No. 106628461
Hartford Fire Insurance Company Bond No. 72BCSH07390
Premium is included in Performance Bond Premium

NOTICE: TO WHOM IT MAY CONCERN: that we, RABC-ECC, A Joint Venture, *A++ XV L*
as Principal, and Travelers Casualty and Surety Company of America AND Hartford *A+ XV L*
Fire Insurance Company, as Sureties, are held and firmly bound unto the City of
Garden Grove, (CITY) in the sum of Five Million Five Hundred Thirty-Five
Thousand Nine Hundred Nineteen and No/100ths Dollars (\$5,535,919.00)-----
Lawful money of the United States, for the payment of which we bind heirs, our
executors, administrators, successors, and ourselves jointly and severally.

That the Sureties offices are located at Travelers Casualty and Surety
Company of America, 21688 Gateway Center Drive, Diamond Bar, CA 91765,
telephone no. 909-612-3659, AND Hartford Fire Insurance Company, One Pointe
Drive, Suite 325, Brea, CA 92821, telephone no. 714-674-1307; the Sureties are
licensed to do business in the State of California and the California Insurance
Agent's License No., address, and telephone no. are as follows:

License No.: 0D80832
Address: 11512 El Camino Real, #120, San Diego, CA 92130
Telephone No.: 858-764-7447

That the following clause must be completed if, in fact, a non-resident agent
for the Surety is a party to the transaction:

Name of non-resident agent: N/A
Non-resident agent's office address: N/A
N/A
Telephone No.: N/A

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated 28th day of
March, 2017, with the CITY OF GARDEN GROVE for Design/Build
Fire Station No. 6 and Community Buidling Project.
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or
subcontractors, shall fail to pay for any materials, provisions, provender, or
other supplies or teams, implements, or machinery used in, upon, for, or
about, the performance of the improvement, or for any work or labor thereon
of any kind, or for amounts due under the Unemployment Insurance Code
with respect to work or labor, and provided that the claimant shall have
complied with the provision of the code, the Surety or Sureties will pay for
same in the amount not exceeding the sum specified in this bond; otherwise,
the above obligation shall be void. In case suit is brought upon this bond,
the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or modification of the contract documents, or of
work performed, shall in any way affect its obligation on this bond, and it
does hereby waive notice of any change, extension of time, alteration, or
modification of the contract documents, or of work to be performed.

5-17-17
Devin M. Gray
Risk Management
Reviewed and approved as to insurance language
and/or requirements.

LABOR AND MATERIAL BOND (Continues)

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this 15th day of May, 2017.

RABC-ECC, A Joint Venture

Travelers Casualty and Surety
Company of America

Principal

Surety

By: RABUNCH

By: Brooke Lafrenz

Brooke Lafrenz, Attorney-in-Fact
California Resident Agent

Hartford Fire Insurance Company

Surety

By: Brooke Lafrenz

Brooke Lafrenz, Attorney-in-Fact
California Resident Agent

STATE OF CALIFORNIA)

SEE ATTACHED CALIFORNIA ALL-PURPOSE NOTARY

)

ACKNOWLEDGMENT WITH REQUIRED STATE OF

COUNTY OF _____)

)

ss. CALIFORNIA NOTARY WORDING

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____

Attorney-in-Fact of

the _____, of _____

(Corporation)

_____, and acknowledged that it executed the attached bond to the

(State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-

Notary Public in and for said County and State

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 15 May 2017 before me, Joy Rogers, Notary Public,
(Here insert name and title of the officer)

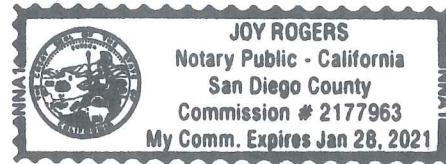
personally appeared Brooke Lafrenz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230435

Certificate No. 006667228

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brooke Lafrenz, Larry D. Cogdill, Michael W. Thomas, Gladys Rogers, and Audrey Rodriguez

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of February, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15TH day of May, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 15 May 2017 before me, Joy Rogers, Notary Public,
(Here insert name and title of the officer)

personally appeared Brooke Lafrenz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, -is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-250576

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Linda Matsis, Marc Bishara, Eileen Parnes, Jeannene Scearce, Brooke Lafrenz, Larry D. Cogdill, Michael W. Thomas, Gladys Rogers
of
Woodland Hills, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **15 May 2017**
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

AWARD OF CONTRACT TO RABC-ECC A JOINT VENTURE TO DESIGN AND BUILD
FIRE STATION NO. 6/COMMUNITY BUILDING PROJECT NO. 7009
(F: 61.proj.7009)

Following staff's presentation and City Council discussion:

It was moved by Mayor Jones, seconded by Council Member Bui that:

A contract be awarded to RABC-ECC, A Joint Venture, in the amount of \$5,535,919, for Project No. 7009 – Design and Build Fire Station No. 6 and Community Building, be approved;

The City Manager be authorized to execute the agreement and make minor modifications as appropriate on behalf of the City;

That \$5,535,919 of the bond proceeds held by fiscal agent be appropriated; and

The Finance Director be authorized to request construction fund disbursements as necessary from the fiscal agent construction fund and account for all related contract transactions in fund 105 (Public Safety Fund).

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
 Dept.: City Manager Dept.: Public Works
 Subject: Award of contract to RABC-ECC A Joint Venture to design and build Fire Station No. 6/Community Building Project No. 7009. (Cost: \$5,535,919) (Action Item) Date: 3/28/2017

OBJECTIVE

For City Council to award a contract to RABC-ECC A Joint Venture, to design and build Fire Station No. 6/Community Building Project No. 7009 located at 12252 West Street, Westhaven Park, Garden Grove.

BACKGROUND

The existing Fire Station No. 6 is located on the corner of Chapman Avenue and Debbie Lane on a residential lot in a converted single family home. Given the proximity to Harbor Boulevard, it is the closest fire station to the multi-story hotels that line the street. As such, it lacks the capacity to hold the necessary vehicles, equipment and manpower to adequately serve the large buildings within its area.

Staff conducted an analysis of the capital needs of the Fire Department, and determined that the construction of a new Fire Station No. 6 on an acre-sized site within Westhaven Park was optimal at meeting infrastructure needs of the Fire Department. Since the proposed fire station project would remove a very valuable acre of parkland from Westhaven Park along the frontage of West Street, and because the existing Fire Station No. 6 at Chapman Avenue and Debbie Lane building has aged and is undersized, it was decided that funding would be necessary to remove and construct a new community building in the same location.

On September 22, 2015, the City Council authorized the execution and delivery of the Lease Revenue Bonds, Series 2015A to refund and upsize the 2002 Certificates of Participation. This action produced proceeds to provide funding for various public capital improvements including a replacement fire station for Fire Station No. 6.

DISCUSSION

In the formative stages of the project, staff has determined that the most cost efficient method of delivering a completed fire station is to use the design-build process. Design-build is a procurement method used to deliver a project in which the design and construction services are contracted out to a single entity known as the design-builder. This will be the first project done by the City of Garden Grove using the design-build process. The process involved developing contract documents laying out the schedule, scope of work, and estimated costs. Then staff advertised a Request for Statements of Qualifications (RFSQs) from interested design-build enterprises (D-BE).

Staff evaluated the Statements of Qualifications and selected the top three to receive a Request for Proposal (RFP) for proposed Fire Station No. 6. On December 21, 2016, staff issued the RFP pursuant to Municipal Code Section 2.50.100. Three (3) proposals were received in the Purchasing Manager's office at 2:00 p.m. on February 8, 2017. Staff reviewed and evaluated each of the written proposals. Subsequently, each of the D-BEs made presentations to staff to complete their portion of the RFP process.

Design-Builder	Rater A	Rater B	Rater C	Rater D	Totals
R.C. Construction	155	190	147	181	673
RABC-ECC Joint Venture	176	204	195	204	778
Erickson-Hall Const. Co.	168	188	176	198	730

RABC-ECC, A Joint Venture submitted the proposal that was evaluated as the best value with a total price of \$5,535,919. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order. The anticipated contract schedule is as follows:

Award contract - March 28, 2017
 Notice to Proceed - April 27, 2017
 Complete construction - July 17, 2018

FINANCIAL IMPACT

Proceeds from the issuance of the Lease Revenue Bonds, Series 2015A will be used to finance this Project. It is requested that bond proceeds be appropriated to this contract in the current fiscal year.

RECOMMENDATION

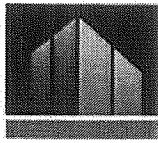
It is recommended that the City Council:

- Award a Contract to RABC-ECC, A Joint Venture in the amount of \$5,535,919 for Project No. 7009 – Design and Build Fire Station No. 6 and Community Building;
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City;
- Appropriate \$5,535,919 of the bond proceeds held by fiscal agent; and
- Authorize the Finance Director to request construction fund disbursements as necessary from the fiscal agent construction fund and account for all related contract transactions in fund 105 (Public Safety Fund).

By: Dan Candelaria. P.E., T.E.
City Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
<u>Design-Build Agreement_FINAL</u>	3/20/2017	Cover Memo	Design-Build_Agreement_FINAL.pdf
<u>Design-Build Proposal_FINAL</u>	3/20/2017	Cover Memo	Design-Build_Proposal_Final.pdf



**R.A.BURCH
CONSTRUCTION**



PROPOSAL REQUIREMENTS

2ND STEP DESIGN-BUILD

FOR

RFP No. S-1208 (Design Build Services for Fire Station 6)
Attention: Sandra Segawa, Purchasing Agent
City of Garden Grove
11222 Acacia Parkway, Room 220
Garden Grove, CA 92840

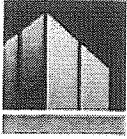
ACKNOWLEDGEMENT OF ADDENDUM(S)

RABC-ECC A Joint Venture acknowledges THREE (3) addendums issued prior to receipt RFSQ Submittal date:

Addendum 01 – Dated: 11/09/16
Addendum 02 – Dated: 11/18/16
Addendum 03 – Dated: 11/18/16

RABC-ECC A Joint Venture acknowledges THREE (3) addendums issued prior to receipt RFP-S-1208 Submittal date:

Addendum 01 – Dated: 01/09/17
Addendum 02 – Dated: 01/10/17
Addendum 03 – Dated: 01/17/17



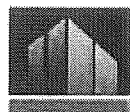
**R.A.BURCH
CONSTRUCTION**



RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

TRANSMITTAL LETTER

(1) TRANSMITTAL LETTER



**R.A.BURCH
CONSTRUCTION**



CONSTRUCTORS, Inc.

RABC-ECC A JOINT VENTURE

City of Garden Grove
ATTN: Sandra Segawa

R. A. Burch Construction and EC Constructors formed a Joint Venture in 2013 to leverage our project and personnel experience for alternate delivery methods with public agencies. RABC-ECC A Joint Venture has thoughtfully assembled a strong Design-Build Team to propose, design and construct this new Fire Station 6. The team shall be involved in the design, construction and start-up phases and is the same group that shall provide management continuity throughout the entire project development. The proposed Lead Architect is Jeff Katz Architecture. Our team's combined experience in designing and constructing fire stations, relevant to this proposed Garden Grove Fire Station 6 engenders an excellent creative environment to approach this design-build facility with the City of San Diego. *We are proud to present our elite design-build team:*

R. A. Burch Construction is one of the premier design-build general engineering and building contractors in Southern California. Established in 1984, R. A. Burch is based in San Diego County. Our firm has received awards for several Design-Build Multiple Award Construction Contracts (MACCs) and has been a consistent performer, delivering many successful design-build projects of all varying types with outstanding evaluation ratings. Over the last twenty-five years, R. A. Burch Construction has built over 1 billion dollars of state and federal projects ranging from 4 to 136 million dollars in size. More than 60% of these projects have been design-build delivery and ALL of them have been delivered on time and within budget. R. A. Burch has garnered two AGC Build San Diego Awards for design-build projects, a Society of American Military Engineers Design-Build award and a National 2014 Construction Safety Excellence Award.

After a successful 23 year stint with a major general contractor in San Diego, Jim Summers established EC Constructors, Inc. (ECC) in 2005 with his wife Sherri. Mr. Summers successfully managed and provided oversight for project teams on approximately \$400 million of design build projects with his previous employer. ECC's primary focus is the construction of Public Works projects for municipalities and school districts in San Diego County. ECC has constructed numerous specialty projects including an APWA Award winning Public Safety Center in Del Mar, a major renovation of the electrical and fire alarm systems at the San Diego Police Headquarters, a fire station for Deer Springs Fire Protection District, and a new fire station for Lakeside Fire Protection District. ECC was recently selected by Standard Pacific Homes and County of San Diego to design and construct a new fire station in the Harmony Grove development utilizing design build delivery method. ECC is currently constructing Fire Stations #17 and #22 for the City of San Diego. ECC has continued to grow over the past ten years adding experienced & qualified personnel to meet project demands. Most of the ECC project managers, including Kenny Kubiak proposed for this project, worked on Jim Summers' teams at his previous company.

R. A. Burch and EC Constructors have worked together on several past projects. Area 41 Program Facilities was an R. A. Burch project and EC Constructors performed concrete work for this project. The project included a fire station which was detailed in Phase I of this proposal. RABC-ECC JV recently completed a Design-Build project for the Padre Dam Municipal Water District. The Maintenance and Operations Yard Improvement Project included new construction, renovation and demolition. The JV was recently awarded the Design-Build Chollas Building for the City of San Diego. Our joint venture has proven to be beneficial to our firms and to our clients, who are always our first priority. For both firms, we feel our paramount strength is in building a quality relationship with our customers. We believe our success hinges on fostering long lasting relationships that build confidence and trust.

RABC-ECC JV brings specialized experience to this proposal team with projects involving design and construction of facilities including administration and headquarters buildings, school buildings, medical facilities, auditoriums, **fire stations**, trades and operations buildings, gymnasiums, office buildings, warehouses, hangars, laboratories, and parking structures. RABC-ECC JV has selected Jeff Katz Architecture as our designated Lead Design Firm for this project. In addition to their vast experience with design on projects in San Diego, Jeff Katz Architecture and ECC have worked together on several past projects.

Quite simply, JKA is a nationally acclaimed fire station and public works design firm. They have completed over 60 fire stations and 200+ public works projects in the last 25 years. JKA's practical approach and ability to listen to clients and then transform their visions into reality have made them well respected in the public safety facilities community. They consistently deliver superior projects exhibiting high levels of craftsmanship, enhance the quality of life for the occupants, and always provide maximum functional efficiency. While each project is unique and challenging in its own way, our familiarity with fire station design and the design-build delivery method translates into one thing for the City of Garden Grove – smooth and easy success in opening this new fire station to serve the community for 50+ years. We are prepared to start immediately on this exciting project!

Our team's projects exemplify what can be accomplished with thorough planning, innovative ideas, and just plain hard work. Our team works tirelessly and selflessly offering advice and experience for the best possible outcome for the client and the project.

The facilities we design are built with unwavering standards and high levels of craftsmanship. These superior designs and construction processes guarantee lasting impact for years to come. Whether an essential facility fire station, military training complex, or public facility upgrade, our Team's work is designed with close interaction with users to establish flexible solutions for the long term. Whether a fire department is able to save another life because of a highly efficient floor plan or a fighter pilot can protect our national interests because of the training received in a governmental building we designed, our Team takes pride having made a positive impact on the community.

Our practical approach and ability to listen to clients and then transform their visions into reality have made us well respected in the public facilities community. We consistently deliver superior projects

exhibiting high levels of craftsmanship, enhance the quality of life for the occupants, and always provide maximum functional efficiency. We believe in a collaborative effort to finding architectural solutions for our clients' functional, human, and economic needs and have long-standing relationships with a number of engineering consultants including Structural, Civil, MEP, and Landscape Architects. We seamlessly bring the experience of these qualified professionals to you.

Our team implements a Quality Control Process at the beginning of the project that we reference and build upon throughout the life of the project. This plan addresses everything from how we control the progress design deliverables, addressing review comments and coordination of annotated responses, to how we internally give quality assurance by way of extensive check lists and industry standard guidelines. This plan will be tailored to address all items for this type of facility. The process will evolve and be continuously updated as we go through design. Reports, plan updates and the design quality control checklists will be utilized during the project to minimize rework and mistakes. Detailed and well vetted design documents allow the subcontracting community to bid accurately and expedite the work efficiently.

The City of Garden Grove is commended for approaching this project with a design-build delivery method. The excellent value RABC-ECC JV and JKA bring to the table is years of working experience with design build projects completed as a team. The following details core values demonstrated by RABC-ECC and JKA together as a team. These core values can only work when you have had the opportunity to bond and merge as one team:

Everybody is on the same team: We are all in this together and we all have the same goal –to arrive at a successful project that meets or exceeds the client's expectations for their project. RABC-ECC and JKA strive toward our main goal of delivering a quality fire station to serve the community.

Total accountability: One entity is accountable for everything – including how the completed facility looks, how much it costs and the time line of completion. We have developed a trust that really defines accountability.

Continuity: A design-build firm is involved from start to finish, which adds an inherent efficiency. The chance for things to fall through the cracks is greatly diminished. RABC-ECC and JKA are together from the design phase to construction close-out.

Expertise: Design-build firms are experts in both fields. The principals should be licensed architects with formal architectural training and experience in the architecture field. The Contractor specializes in his field. Between the two you have a unique synergy that plays off the expertise of the other.

Professional guides: We've all heard the stories that design and construction can get out of hand and messy. Design and construction shouldn't be chaotic or stressful. Our design-build firm is a beacon to clients throughout the process, guiding the way to the best possible outcome. Only design-build firms with years of experience together can easily walk clients through the process.

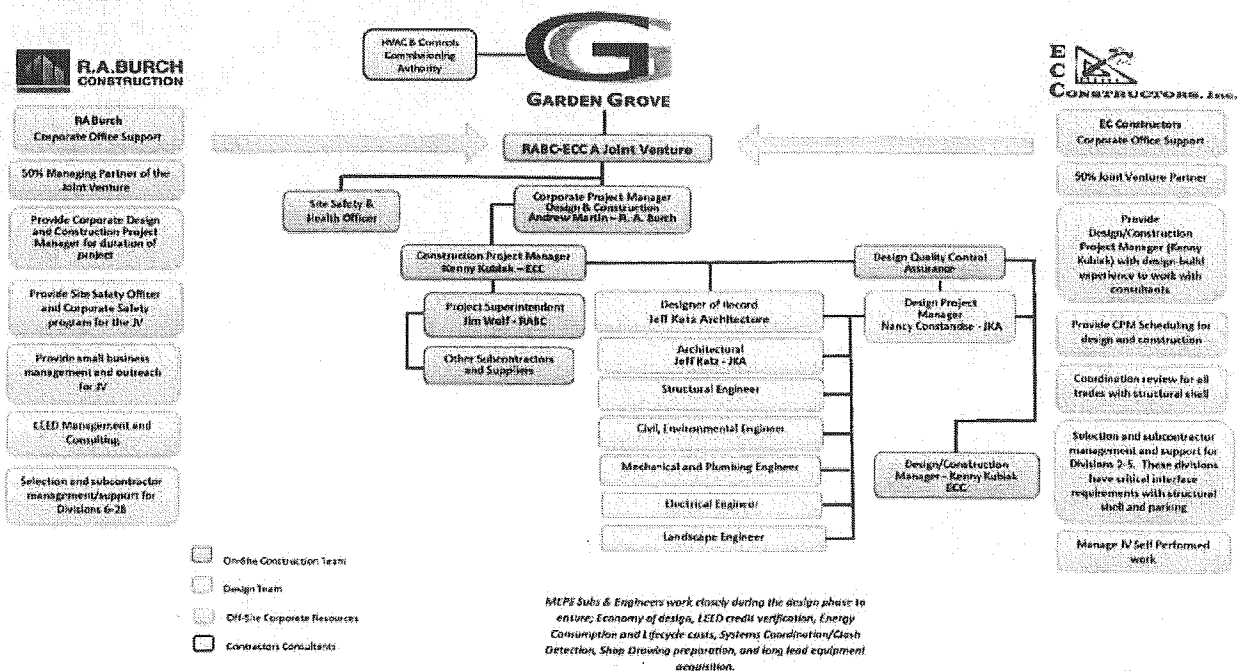
Involvement: Design-build operates under the assumption that the client wants to be an active participant in the design and construction of their project. By taking this role they are guaranteeing that they get the outcome and satisfaction with their completed facility. RABC-ECC and JKA want the City to actively participate.

Collaboration: Design-build cuts out the big egos so common in the industry. After years of working together we have stripped all barriers. This is a humbling industry that does not allow time for re-evaluating how teams should work together.

The best kind of communication is open, honest and often: Design-build is transparent because we want clients to understand the process and to know what is going on. The best partnerships work, not because people say what everyone wants to hear, but because they say what everyone needs to hear. Along with the withdrawn barriers comes the ability to be able to speak our minds with one another. This has taken many years to develop.

Time is of the essence: Design and construction involves managing hundreds of time lines that need to coordinate in lockstep. Design-build creates opportunities for clients to sit with big decisions, ask questions, and consider their options. With RABC-ECC and JKA we have perfected an efficient process for successful delivery.

The best personnel: The team we have assembled for your project has many years of experience working together and working specifically on fire station projects. Not just ground up new construction, but fire station remodels, work on active sites, and work in environmentally challenging areas. The full-size Organization chart, (attached to this Transmittal Letter) indicates the personnel we are proposing and the role and responsibility each has to the project. The key factor is that we are a TEAM, committed to working with you to create the best, most efficient design solution for Fire Station 6.



RABC-ECC A Joint Venture, Jeff Katz Architecture and our subconsultants and subcontractors are a cohesive team, practicing committed speaking, effective issue resolution, and a partnering experience second to none. Our proven past performance is substantiated by our previous clients and their positive feedback. Our process is flexible and interactive, allowing substantial input from all parties involved. This allows key decision makers to participate in work sessions to build consensus and everyone an opportunity to take ownership of the project. We are consistently looking to practice and improve our listening skills so that we provide design solutions that meet our clients' needs. We have worked diligently to capture the feedback provided during our mid-course evaluations and have provided innovative solutions for this project. We are enthusiastic about the project of building a fire station to offer lifelong service and protection for the diverse Garden Grove community and the surrounding area.

Post award, we intend to start the project with a charrette or series of charrettes to review the current state of the conceptual documents to determine which pieces require further refinement to function for all the stakeholders involved. These charrettes are traditionally very effective because these all-hands meetings allow for all the decision makers and Design Build team to set expectations and constructively manipulate areas of the design that will require modification. Gaining consensus is critical at this point so that we can efficiently and effectively have clear direction moving forward. Going slow to go fast is an important concept that we embrace at the beginning of Design Build projects so that everyone is working toward the same goal.

Once we've agreed on the schematic design, we set a series of deliverables, in conjunction with your needs, to review the drawings and specifications on a regular basis to verify that we are still meeting the goals and milestones that we've collectively set together. This allows opportunity for review and modification by the City throughout the process, albeit on an expedited basis, to meet the schedule. Since the Design Build delivery method places the risk in the hands of those most capable of managing it, we will be generating the construction documents, administering and managing the construction, and monitoring budget and schedule throughout the process.

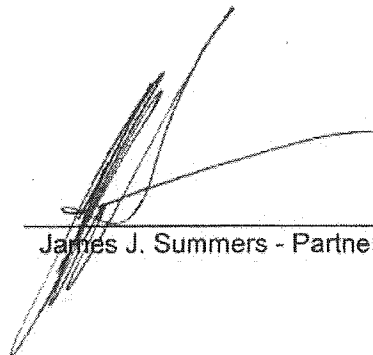
The importance of this project cannot be underscored enough. This project will be a proud beacon and landmark for the local community. We are honored to be considered as an integral part of this endeavor.

Respectfully,

RABC - ECC A Joint Venture



R. A. Burch - Managing Partner



James J. Summers - Partner



- RA Burch Corporate Office Support
- 50% Managing Partner of the Joint Venture
- Provide Corporate Design and Construction Project Manager for duration of project
- Provide Site Safety Officer and Corporate Safety program for the JV
- Provide small business management and outreach for JV
- LEED Management and Consulting
- Selection and subcontractor management/support for Divisions 6-28



HVAC & Controls Commissioning Authority

RABC-ECC A Joint Venture

Corporate Project Manager Design & Construction Andrew Martin - R. A. Burch

Construction Project Manager Kenny Kubiak - ECC

Project Superintendent Jim Wolf - RABC

Other Subcontractors and Suppliers

Designer of Record Jeff Katz Architecture (JKA)

Architectural Jeff Katz - JKA

Structural Engineer Donald R. Orrie, S.E. - OrrieZ Engineering

Civil Engineer - Michael D. Wolfe, PE San Diego Engineering

Mechanical and Plumbing Engineer Douglas Isaaks, PE - McParlane & Assoc.

Electrical Engineer Tim Locklear - ELEN Consulting

Landscape Engineer Chen Blatner Pifer - KTU&A

Design Quality Control Assurance

Design Project Manager Nancie Constandee - JKA

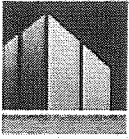
Design/Construction Manager - Kenny Kubiak ECC



- EC Constructors Corporate Office Support
- 50% Joint Venture Partner
- Provide Design/Construction Project Manager (Kenny Kubiak) with design-build experience to work with consultants
- Provide CPM Scheduling for design and construction
- Coordination review for all trades with structural shell
- Selection and subcontractor management and support for Divisions 2-5. These divisions have critical interface requirements with structural shell and parking
- Manage JV Self Performed work

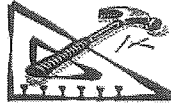
- On-Site Construction Team
- Design Team
- Off-Site Corporate Resources
- Contractors Consultants

MEPS Subs & Engineers work closely during the design phase to ensure; Economy of design, LEED credit verification, Energy Consumption and Lifecycle costs, Systems Coordination/Clash Detection, Shop Drawing preparation, and long lead equipment acquisition.



**R.A.BURCH
CONSTRUCTION**

**E
C
C**



CONSTRUCTORS, Inc.

RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

FIRM'S DETAILED INFORMATION

(2) FIRM'S DETAILED INFORMATION

APPENDIX A

OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the City of Garden Grove.

Firm's Legal Name: RABC-ECC A Joint Venture	
Firm Parent or Ownership: Ownership	
Address: 405 Maple Street, Suite B101, Ramona, California 92065	
Firm Telephone No. 760.788.0800	Firm Fax No. 760.789.3549
Firm's Tax I.D. Number: 46-5318641	Incorporated: YES _____ NO <u>X</u>
Legal form of company: (partnership, corporation, joint venture) Joint Venture	
Length of time your firm has been in business: 30+ yrs	Length of time at current location: 30+ yrs

Management person responsible for direct contact with the City of Garden Grove and service required for this Request for Proposal (RFP).

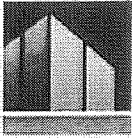
Name: (General Contractor) Robert Burch	Title: Managing Partner
Telephone No.: 760.788.0800	E-mail: rburch@raburch.com

Architect servicing of the account:

Name: (Architect) Jeff Katz	Title: Principal Architect - DOR
Telephone No.: 619.698.9177	E-mail: jeff@jeffkatzarchitecture.com

Person responsible for the day-to-day servicing of the account:

Name: (Project Manager) Andrew Martin	Title: Senior Project Manager
Telephone No.: 760.788.0800	E-mail: andy@raburch.com



**R.A.BURCH
CONSTRUCTION**



RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

SUBMITTAL REQUIREMENTS:

- a) *Bid Bond*
- b) *Certification of Proposal*
- c) *Site Visit Certification*
- d) *List of Features indicative of design excellence, innovation and compliance with CGG Specified elements/requirements*
- e) *Technical Design*
- f) *Drawings and Other Documents*
- g) *Architectural*
- h) *Structural*
- i) *Mechanical and Plumbing*
- j) *Electrical*
- k) *Site Improvements*
- l) *Landscaping*

(3) SUBMITTAL REQUIREMENTS

APPENDIX D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we RABC-ECC A Joint Venture
as Principal, and Travelers Casualty and Surety Company of America,

as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at 21688 Gateway Center Drive, Diamond Bar, CA 91765, are held and firmly bound unto the City of Garden Grove, hereinafter called the City, in the penal sum of Ten Percent of the total amount of the bid----- (\$ 10% of the total amount of the bid) said amount being TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said City for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated February 8, 2017, for construction of:

DESIGN/BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING; RFP NO. S-1208

NOW THEREFORE, the Principal shall not withdraw said bid within one hundred eighty (180) days after said opening; and the Principal, when given Notice of Intent to Award Contract, shall within ten (10) days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the City, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN W ITNESS W HEREOF the above-bound parties have executed this instrument under their several seals this 23rd day of January, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to City of its governing body.

(Corporate Seal)

RABC-ECC A Joint Venture

Principal

BY 

TITLE R. A. Burch - Managing Partner

(Corporate Seal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

BY 

Brooke Lafrenz

TITLE Attorney-in-fact

(Attach Attorney-in-Fact Certificate)

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

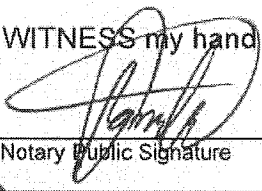
County of San Diego }

On 23 January 2017 before me, Joy Rogers, Notary Public
(Here insert name and title of the officer)

personally appeared Brooke Lafrenz
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

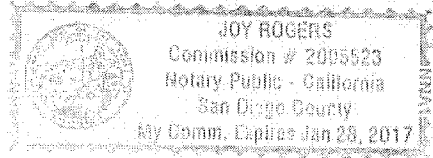
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230435

Certificate No. 006667221

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brooke Lafrenz, Larry D. Cogdill, Michael W. Thomas, Gladys Rogers, and Audrey Rodriguez

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of February, 2016

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 4th day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company; and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

APPENDIX C

CERTIFICATION OF PROPOSAL

In responding to the Design-Build RFP for Garden Grove Fire Station 6 and Community Building the undersigned Offeror(s) agrees to provide services for the CGG per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. If there are any exceptions, they must be stated in an attachment included with the offer.

1. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
2. The submission of the offer did not involve collusion or other anti-competitive practices.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
4. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
5. The Offeror complies fully with the Federal Debarment Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Garden Grove public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE CITY OF GARDEN GROVE:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

RABC-ECC A Joint Venture

Name of Firm

405 Maple Street, Suite B101

Address

Ramona


California

92065

City

State

Zip


Signature of Person Authorized to Sign

February 8, 2017

Date

R A Burch

Managing Partner

Printed Name

Title

APPENDIX E

SITE VISIT CERTIFICATION

12232 West Street
Garden Grove, CA

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor, and I fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify the City of Garden Grove, its City Council, officers, agents, employees, and any of its consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

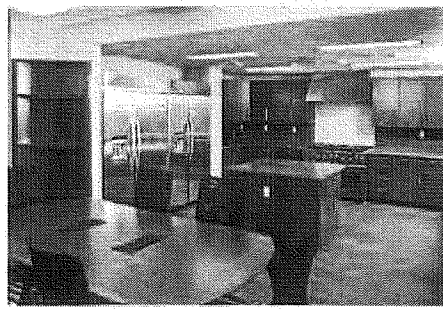
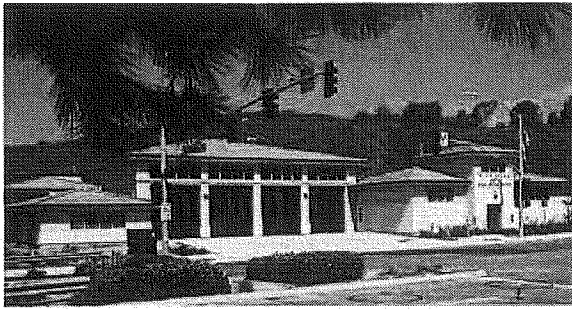


(Signature of Bidder) R. A. Burch - Managing Partner

RABC-ECC A Joint Venture
(Typed Name of Bidder)

DESIGN EXCELLENCE

The design and construction of a new Fire Station offers the unique and challenging opportunity to create an exciting, modern, functional and comfortable facility for the City of Garden Grove. The evidence of our design excellence is noticeable in every community with which we have worked. Our facilities not only meet the functional requirements for the fire fighters operating out of the station, but the community as a whole. These projects have been recognized with design awards both from industry professionals as well as community organizations. The true measure of design excellence is the facilities' ability to hold up over time to the heavy use a facility of this type gets. Our stations receive high marks from all our end users for the innovative design and durable, low maintenance design and materials that are incorporated into our projects.



Our experience in working with various fire service agencies in the state has provided us with a broad understanding of how these agencies conduct their business. We understand the unique role that the Fire Department serves in the community, and the importance of providing a facility which meets both the fire fighters' living needs, as well as the functional requirements necessary for them to perform their tasks quickly and efficiently.

Our experience reflects our familiarity with the unique requirements of fire station facilities, including design for "essential services" facilities. Specialized systems are critical to allowing the Fire Department to complete its mission. Our knowledge will help ensure that the necessary components for a successful project are in place. We understand prompt response and communication are major components of a Fire Department's success. Similarly, our team's responsiveness and communication skills ensure our ability to serve our clients' needs.

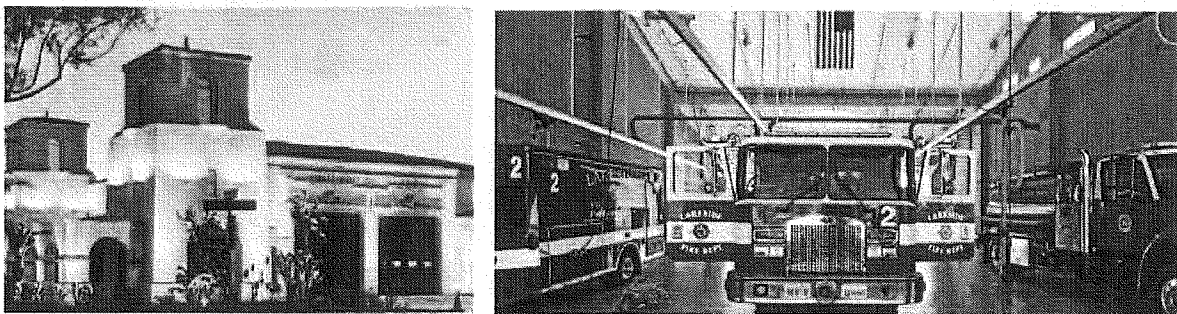
Maintaining communication and working closely with the various groups involved in a project of this sort is crucial. Our team excels in this area. We have always been able to work closely with our clients. More importantly, we are very capable of listening - this quality is key. Hearing what our clients' critical issues are at the beginning of the project will help ensure the ultimate success of the project. Lastly, responsiveness during construction is of primary importance to eliminate delays our past clients will attest to our responsiveness and comprehensive approach to construction services.

As a design builder, RABC-ECC places strong emphasis on open, honest, and constructive team communication. We have established protocols for conducting effective communication that ensure successful project outcomes. We will set up a web-based project database for the City of Garden Grove that will include a project communication directory. The directory will list all project team members as well as first-tier subcontractors and suppliers, along with the person's project role, affiliation, physical addresses, email addresses, and telephone and fax numbers.

We will collaborate, make commitments, present plans, solve problems and work as a team towards a common goal, all with open communication. The following outline some of the main features of our project approach which helps insure your projects success.

TECHNICAL DESIGN

Jeff Katz Architecture has extensive experience in the Fire Station and Public Safety realm. Over the last 25 years, we have completed over sixty Fire Stations and multiple public safety facilities for a wide variety of agencies. We are currently working on a Fire Boat House for the Port of Long Beach, Fresno Fire Station 18, and Coastside Fire Station (Half Moon Bay). The Fire Stations have been an aggregate of renovation, replacement, and ground up new construction. We have worked on fast-tracked and expedited schedules in the past successfully when everyone is committed to the plan at the outset of the project.



Fire Stations pose an excellent design challenge in trying to balance the functional needs of the fire fighters, enabling them to respond promptly and complete their work efficiently, while at the same time providing a comfortable environment for the fire fighters to live. In addition, there is the need to meet the community's requirements for an aesthetically pleasing building. As part of our preliminary design, we will meet with the Fire Department personnel, City Staff, Planning Department, and any additional stakeholders to review the specific requirements for this project.

Our first task when designing the site will be to look at the site orientation, existing topography, traffic patterns, adjacent uses and structures which are to remain operational. We will take into consideration view, agencies, and roadways that will make a difference for ingress and egress. Once we plot these and existing utilities and drainage systems, we will look for opportunities to place building and site elements in the most logical, safe, and efficient locations for the Fire Department.

Circulation and parking for fire apparatus, staff, and the public will be very important in terms of safety and security. We will analyze this along with location for service deliveries, outdoor spaces, bunk room orientation, generator and fuel storage and the relationship of the building to the streetscape in order to provide sufficient options for the Fire Department.

The schematic design phase will be an opportunity for dialog about the character of the building, orientation and adjacencies, mechanical and structural systems, emergency power requirements, and material selections. We will discuss options and alternatives with the team so that decisions can be made quickly for the best possible outcome.

Design Development with further the detail once the schematic drawings are approved will consist of demolition, site, and floor plans, sections, elevations, and materials. We will make recommendations from a structural point of view that is in line with the Essential Services requirements. Mechanically, we will be taking into consideration energy conservation, HVAC needs, fire protection, plumbing, and plymovent requirements. Electrically, power service and distribution will be considered along with lighting, telephone/data distribution, fire alarm and fire protection interaction. On the interior of the building, we will make recommendations for space allocation and placement of FFE items along with best practices for utilizing areas in the building.

Once the drawings have been approved in the Design Development phase, we will move on to the Construction Documents which will incorporate further detail along with specifications, calculations, and energy models to aid the City and Fire Department in budgeting for their new station.

PROGRESS MEETINGS

JKA's approach to progress meetings with the client is to ensure that the City is satisfied we are keeping them well informed. At the onset we will schedule weekly (bi-weekly during pre-construction) progress meetings with the county and maintain them throughout the duration of



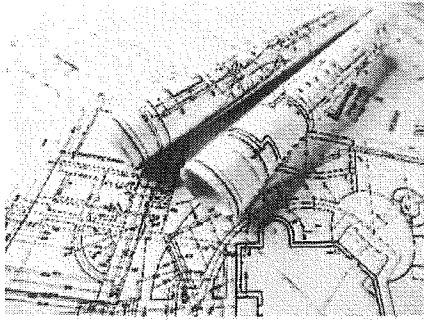
the project. We will conduct the meetings in person at a convenient, mutually-agreed location. When appropriate the meetings can become virtual on-line "Go to Meetings", but we will always keep the option to have live meetings at regular intervals. We will document the meetings and track deliverables and action items. After every meeting, summary meeting minutes, which include a listing of attendees, summaries of discussion items, and follow-up action items required, will be distributed to all meeting attendees. Key project team members not present will also be copied. Between meetings, we will track the progress of action items until they are closed. We will keep a cumulative log of action items and denote whether each is closed or active.

BUILDING INFORMATION MODELING (BIM)

We will generate our design, construction, and record CAD drawings, both paper and electronic, from the 3D BIM model authored with Autodesk Revit software, and we will comply with the City of Garden Grove's CAD Standards. At the start of the project, we will prepare a BIM Execution Plan that defines and describes how we will implement BIM on this project. This plan will include: collaboration team members and contact information; project goals and objectives; collaborative process map; a detailed BIM modeling plan, a detailed BIM analysis plan; a collaboration plan. Early BIM planning will help us to drive early decision-making, design convergence, and design quality control. The 3D process allows us to effectively communicate our design goals to all the project stakeholders in a clear, concise manner. It will also help us later, in construction, to resolve complex construction sequencing, reduce schedule time and change orders, and increase field productivity, safety, and construction quality. The key will be to produce a well-thought-out design early in the design-build process. We will do this by using BIM to develop an accurate and detailed virtual model of the design to be built. That BIM model will help us to gain a greater understanding of the proposed design through visual presentation, analysis, simulation, and discussion.

RABC-ECC JV collectively represent over 50 years of combined experience in design-build project delivery methods. Our firms have developed relationships with subcontractors, vendors and suppliers spanning decades in the Southern California marketplace. Together we have the financial resources, trade personnel, equipment, subcontract resources, and management personnel that are uniquely suited to design, manage, and construct this new essential service facility in a true teaming arrangement with the City of Garden Grove

Architectural



As nationally recognized Fire Station design experts, Jeff Katz Architecture understands that while many components for the Fire Station are consistent from one project or jurisdiction to the next, each Department operates in its own unique way. The design we have prepared for this project has had minimal input from the end users, but represents, what we believe is a fully functional fire station which incorporates the latest in safety and comfort for those who will live and work out of the station.

Our design and construction team understands the components and complex systems required for a fire station to operate. Our stations are built to last, decrease response time, and provide the community with a landmark structure. Our years of experience and multitude of successfully completed stations have garnered us national acclaim, and we are able to bring that experience and innovation to the design and construction of this station. Our design experience has allowed us to present a design which meets all the functional requirements of the RFP, while reducing the overall size of the building to fit the project budget. This reduction has life cycle cost implications, as it is less area to condition and maintain over the life of the facility. We have provided a spreadsheet which shows both the programmed and actual areas, as well as a description of the reason for the variance.

Fire Station

The fire station shall consist of a single-story fire building of approximately 7,800 square feet and shall be designed and constructed in compliance with NFPA standards. The fire station shall include the following: a minimum of two apparatus bays, eight crew dormitory rooms, four crew bathrooms, a public accessible restroom, office spaces, work spaces, kitchen, dayroom, dining room, gym for eight personnel, shop work area and equipment storage. Other appurtenances include, but are not limited to a covered diesel refueling site and an emergency power generator capable of carrying full load of all site/station circuits.

what about OSHA stds?

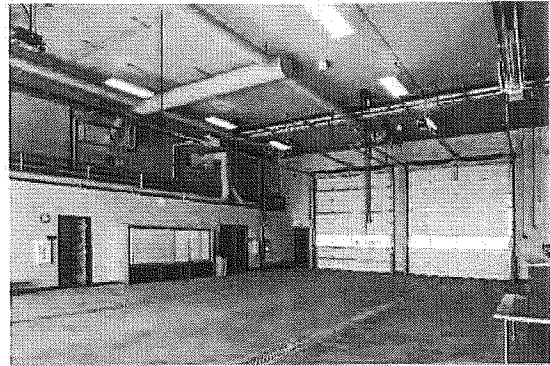
Community Building

The existing community building is located east of the proposed fire station site in Westhaven Park. Scope includes the demolition of the existing community building and foundation, and the construction of a new 2000 SF building to include an office, an adult restroom, a kid's restroom and a corrugated room divider. The proposed building will be located in the same place as the existing building and use the existing utility hookups including water and sewer.

All areas of the Fire Station and Community Building have been designed to be accessible (ADA Compliant) as required by ADA and the State Building Code. For floor areas limited to able bodied personnel we would propose facilities that are adaptable. These are essentially designed to be compliant, without the installation of grab bars and folding seats in the restrooms at this time. The site design to and from the accessible parking will provide a compliant path of travel.

good point

The proposed site design allows for site access for both personal vehicles and fire apparatus off West Street. The intent of the egress drive is that only fire response vehicles will use this drive and it will be signed and striped to indicate emergency vehicle access only. Additionally, traffic warning signalization will be incorporated to allow for safe egress from the apparatus bays. The driveway entry to the north will be for Fire Apparatus and for public access and will allow public and universally accessible parking and sidewalk access in close proximity to the building entrance. Additionally parking for the Park will be provided at this location as well. Monument signage and a flag pole will be installed along the public path leading from the accessible right of way to the fire station lobby



The proposed design incorporates two drive through apparatus bays. The building design and structural design takes into account the potential for an added third apparatus bay in the future.

Standard parking spaces will be provided for fire personnel accommodating increased needs at shift changes. A trash and recycling enclosure with protective bollards will be made of CMU and located at the rear of the site, outside the secured area. A fuel tank will be provided. The generator will include a day tank sized to accommodate a 72-hour run time. The generator will be provided with a sound attenuation enclosure to provide the sound mitigation required. The site area enclosing the staff parking will be provided with a six-foot high fence and sliding gate.



The Apparatus Bay is located to allow easy access to all required fire apparatus, with appropriate turning radii on the approach drive for the apparatus intended for use at the station. There is sufficient room on the apron at the rear of the Apparatus Bay to pull vehicles out for service and inspection. There is also room behind the Apparatus Bay to wash down vehicles or utilize for training purposes. All Apparatus Bay doors will be 14' by 14', of the sectional design which allow for rapid opening and closing for emergency response.

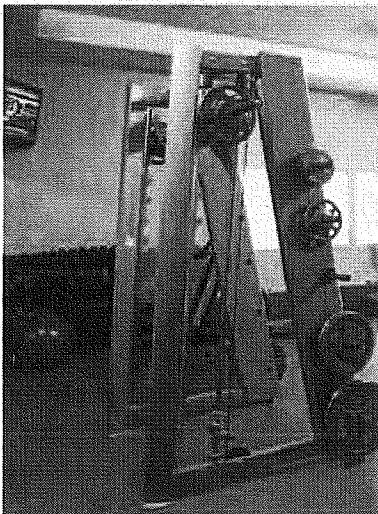
The proposed 7,800 square feet Fire Station will meet all setback requirements, be fully ADA compliant, and have a maximum height of 23'-0". The Fire Station program includes individual sleeping quarters for 8 fire fighters, and 4 staff bathrooms/showers. The design proposes individual restrooms to more easily accommodate variations in gender makeup of the staff. The most important aspect to the layout of the interior spaces of the Fire Station is ensuring the most efficient and direct access to the Apparatus Bay from all portions of the station, in order to minimize response time.

The building construction shall be Type V-B, fully sprinklered. All living area walls will be wood stud framing and gypsum wallboard with batt insulation as required per Title-24 with the bunk room walls receiving sound attenuating gypsum board and acoustic insulation.

Other living quarter areas include a day room, dining room, kitchen, linen/laundry room and storage. The Kitchen and Dining Room are open to one another, as well as to the Day Room. The Kitchen area is directly accessible to an enclosed outdoor patio area. Extensive casework is provided within the kitchen for daily use storage.

Other functional areas include administrative offices, fitness room, PPE storage, workshop, EMT storage, hose storage and a wash/decon room. A secured public lobby and accessible restroom are also provided. Leading to the Apparatus Bay from the office is also a communication alcove which will contain battery chargers and a "rip and run" printer.

We have provided a restroom immediately off the Apparatus Room to allow personnel returning from a call to access a restroom before they have completed any necessary decontamination and maintain the cleanliness of the living quarters of the station. We have a keen understanding of the "Hot Zone" issues of station contamination and do everything we can to separate the working areas of the station from the Living Quarters to help reduce the potential for contamination.



The Fitness Room is sized to accommodate up to four personnel with a variety of training equipment, as we recognize that fitness needs are always changing and evolving and the space should be flexible enough to accommodate additional changes in the future. Double doors are provided from the fitness room to the exterior to allow training to occur outside as well as in the fitness room.

Interior flooring finishes will consist of polished concrete in the living quarters. We recommend utilizing rubber impact resistant flooring in the fitness room as it withstands the dropping of weights better and is appropriate for the nature of that area. We also recommend utilizing polished concrete floors throughout the as the concrete requires less maintenance, is more durable, and is not as subject to harbor infectious contaminants (MRSA).

Walls will be painted gypsum wallboard with the walls in the bathrooms being ceramic tile for added durability. All living quarters cabinets shall be plastic laminate while those in the Apparatus Bay shall be a more durable finish. Counters on the living side will be solid surface with those in the Kitchen being solid surface or stainless steel. The Apparatus Bay floor will be an enhanced high density polished concrete which we recommend using in the support spaces as well. All of these materials have been chosen for their durability and low maintenance as well as proven success on our past fire station projects. The material selection will enhance the quality of the indoor environment, create a comfortable atmosphere for station personnel, and ensure that this essential service facility serves the needs of the community for the next 50 years.

Exterior doors will be hollow metal and interior doors shall be wood. Function appropriate door hardware will be provided for each. Exterior doors will be provided with access control hardware as required. All Apparatus Bay doors will be provided with a highly durable baked-on finish. Aluminum windows and storefront systems will incorporate low-e glazing.

The exterior of the Fire Station will include a combination of stucco and metal wall panels which will provide an attractive, coherent and unified character appropriate for a Fire Station. Metal Standing Seam Roofing will be utilized and will be of a cool roof color to limit heat gain. All materials shall meet the requirements for "Moderate Fire Hazard Safety Zones" per the Building Code.

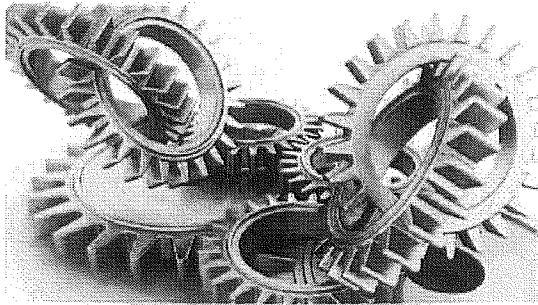
Our commitment to sustainable design will be present throughout the Fire Station resulting in increased energy efficiency. The use of low VOC and recycled content materials, natural light, low-e glazing, a cool roof, and high performance building envelope will minimize energy consumption. Fixtures and appliances will also maintain a high efficiency through LED lamps, Energy Star ratings, and low water usage.

With a wealth of fire station experience behind us, we will also assist the City and Fire Department in the development of a comprehensive FF&E list, identifying any items that may not have been considered and also offering suggestions for products and manufacturers we have found to be excellent.

Based on our past experience working with numerous other jurisdictions, we have noticed several items and have suggestions that perhaps have already been addressed through the stakeholder discussion leading up to the bridging design, however, we feel it worthwhile to still list them here. Please note, these items are not included in our proposal:

- Electrical outlets may be included inside bunk room lockers for ease of charging mobile devices.
- Simple training elements can easily be incorporated to the site or building such as ladder guards on the building

Structural



This is a one-story fire station with predominantly sloped shed style roofs that will be framed primarily with pre-manufactured wood trusses that will be supported by 2x6 wood studs at exterior walls.

The lateral framing system for the building will be wood framed shear walls with plywood sheathing at the living quarters/administration/fitness areas and special moment

frames at the apparatus area.

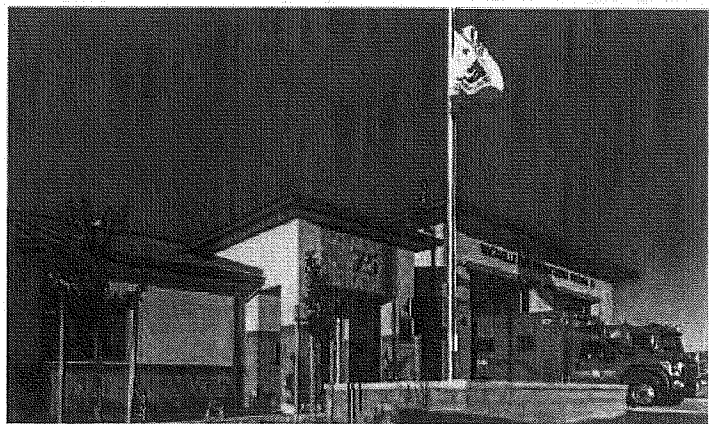
The foundation will consist of reinforced concrete slabs-on-grade with turned down perimeter edge footings and individual spread footings at columns. There are grade beams footings at the apparatus door openings where there are Steel Moment Frames. The slab in the living quarters, administration and fitness area will be 5-inch thick and the slab in the apparatus area will be 8-inch thick.

The Design Criteria that we will be using to design the building will include the following:

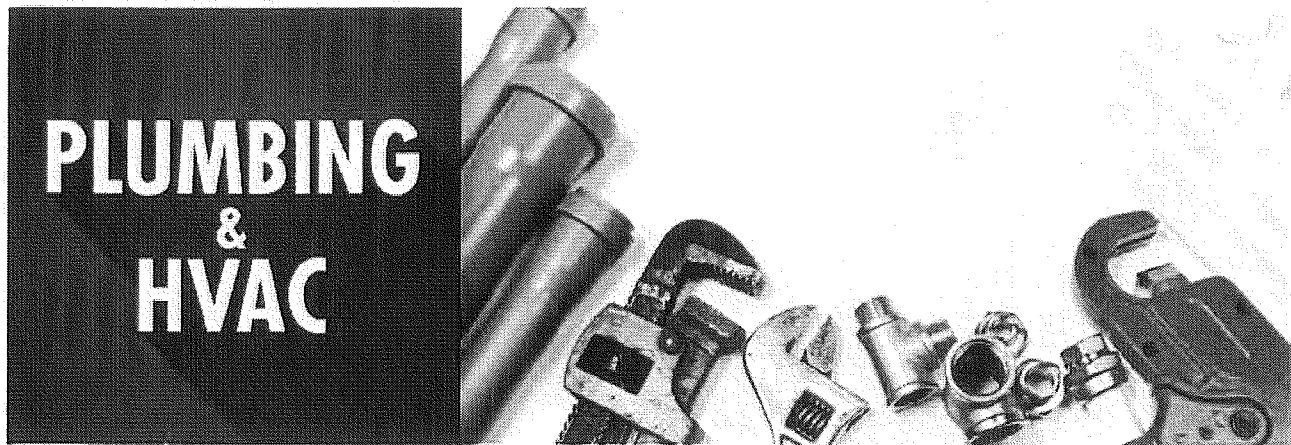
Structural Design will be in accordance with the California Building Code (CBC) 2016 Seismic and Wind design will conform to 2013 CBC and ASCE 7-10 with Use Occupancy Category IV (IE = 1.5), Seismic Design Category is D.

Basic Seismic Force Resisting System:
Special Steel Moment Resisting Frames at the Apparatus Area and Wood Shear walls for the Living Quarters/Administration portions of the building.

Wind: In accordance with ASCE 7-10 section 26.5.1 and Figure 26.5-1B shall be Exposure C, 115 mph
Roof Live Loads: Use 20 psf



Special Inspections: Soils, Concrete including Foundations and Slabs, all plywood diaphragms/shear walls will require Special Inspection.

**Project Description:**

The project includes the design of the heating, ventilating, air conditioning (HVAC) system required to control and maintain space indoor conditions appropriate for occupancy during the cooling and heating seasons at the new Garden Grove Fire Station #6 & Community Building. The project will be located at Westhaven Park in Garden Grove, California. The new fire station, Fire Station 6 (FS6) will support firefighters and paramedics from the City of Garden Grove. The new station will replace the inadequate and undersized existing Fire Station. The community building will replace the old and undersized existing community building.

MECHANICAL SYSTEM DESCRIPTION - FIRE STATION

System design components shall include:

- Heating and cooling for the Fire Station work stations, hallways, kitchen, dining, bunk rooms, offices, day room, entry, fitness area and laundry.
- All occupied spaces within the fire station shall have either conditioned ventilated air, ventilation only or exhaust air.
- High efficiency thermal insulation shall be used to reduce building heating and cooling loads.
- Dormitory spaces shall be on a separate system and shall have proper air distribution and return air paths for all systems.
- The common living areas shall have a separate indoor air conditioning until.
- The communication room shall be provided with a dedicated 24-7 cooling system.
- The office area shall have a separate indoor air conditioning shall be provided with timer control.
- Location of outdoor condensing units shall be sound sensitive to site requirements.
- Unit heaters will not be provided for the Apparatus Bay, due to local climatic conditions,
- All refrigerant piping, ductwork, distribution, controls and test and balance to ensure a complete and operational system.
- Dryer vent system shall be provided for turnout area.



HVAC Equipment

There are many factors considered when determining which mechanical system would best suit the needs of a facility. The Heating, Ventilation and Air Conditioning system for a building can account for over 40% of the buildings total power consumption. Based upon allowable systems for this facility, the preliminary building analysis concluded that high efficiency packaged rooftop gas-electric and/or high efficiency split system units best meets the needs of this facility predicated upon operating efficiency and localized control.

The HVAC equipment to be installed as part of this project will be comprised of the following two systems:

Serving Occupied Areas

- Split system heat pumps, which will be comprised of indoor fan coil units connected to outdoor condensing units. The units will be connected via refrigerant piping. Outside air will be provided through penetrations from exterior walls or roof.
- Packaged rooftop gas/electric units will be comprised of roof mounted units with ducts to building interior zones. Service is limited to roof area and outside air is provided through unit air intakes.
- The proposed system supports the Fire Station Facility desire to integrate energy savings equipment and exhibit design features that will reduce energy consumption throughout the life of the building.
- The proposed system supports the goals of sustainability, reduced operating costs, and a healthy, productive workspace.
- The proposed system helps achieve optimum energy performance, and will utilize refrigerants what will be free of CFCs and greenhouses gases.
- The proposed system has a very high SEER rating and will support high efficiency when integrated into the highly-insulated building envelope.

Serving Equipment /IT Areas

- Split systems cooling only units. The outdoor units will be installed on grade or roof on curbs. The indoor units will be installed inside the buildings with refrigerant pipes connecting them to the outdoor units. No Outside air will be provided to these areas.

Exhaust air fans will also be provided to discharge environmental air to outdoors and to properly ventilate spaces and maintain the proper building pressurization. Exhaust systems shall support laundry area, turnout area, bathrooms, electrical rooms, equipment rooms and kitchen.

Dedicated vehicle tail piece exhaust shall be provided for apparatus bay and shall include all rails, snorkels, connections, fan, and controls.

All HVAC systems selected will be designed as mandated by the Standards mentioned above and according to all code and local jurisdictional requirements to ensure complete, operational and balanced system.

HVAC equipment shall be made accessible for repairs and maintenance but away from quiet spaces (sleeping and office) in order to minimize noise.

Air Distribution System

The air distribution system associated with HVAC equipment will be mainly comprised of sheet metal round/rectangular ductwork, air devices (such as diffusers and grilles), and accessories (such as dampers, louvers, flexible duct, flexible connections, etc.). The ductwork layout will be designed following the design procedures outlined by ASHRAE and SMACNA. Balancing dampers will be incorporated to ensure proper air balance in the spaces. Aluma flex duct is not allowed.

Control System

It is understood the desired control system is a Johnson Control System, the proposed HVAC system localized controllers can interface with the Johnson platform through a gateway interface.

The operation of the HVAC system will be controlled by an electronic control system that will allow the implementation of the following control strategies: scheduling, adjustment of space temperature set points, after-hours operation, space temperature (and CO2 concentration, if applicable) monitoring, and economizing operation mode, among others.

Exhaust fans serving individual/single restrooms will typically be controlled through corresponding space lighting switch. Telecom room will be controlled by the thermostat and kitchen exhaust will be controlled by switch on hood.

A vehicle exhaust system will be equipped with integral start stop mechanism which will be set up specifically to meet the need of this facility.

Test & Balance

At the completion of the installation, the HVAC system will be tested and balanced according to approved standards such as NEBB and/or AABC. In addition, the performance of the HVAC system will comply with the 2016 California Green Building Code. Test and Balance contractor shall be a third party contractor.

MECHANICAL SYSTEM DESCRIPTION - COMMUNITY BUILDING

System design components shall include:

- Heating and cooling for the community center office, an adult restroom, a kid's restroom and open area with corrugated room divider.
- All occupied spaces within the community center shall have either conditioned ventilated air, ventilation only or exhaust air.
- High efficiency thermal insulation shall be used to reduce building heating and cooling loads.
- Location of outdoor condensing units shall be sound sensitive to site requirements.
- All refrigerant piping, ductwork, distribution, controls and test and balance to ensure a complete and operational system.

- Exhaust will be provided for toilet rooms.

HVAC Equipment

The HVAC equipment to be installed as part of this project will be comprised of high efficiency packaged rooftop or splits system heating and cooling units.

Exhaust air fans will also be provided to discharge environmental air to outdoors and to properly ventilate spaces and maintain the proper building pressurization. Exhaust systems shall support bathrooms and electrical room.

All HVAC systems selected will be designed as mandated by the Standards mentioned above and according to all code and local jurisdictional requirements to ensure complete, operational and balanced system.

HVAC equipment shall be made accessible for repairs and maintenance but away from quiet spaces (sleeping and office) in order to minimize noise.

Air Distribution System

The air distribution system associated with HVAC equipment will be mainly comprised of sheet metal round/rectangular ductwork, air devices (such as diffusers and grilles), and accessories (such as dampers, louvers, flexible duct, flexible connections, etc.). The ductwork layout will be designed following the design procedures outlined by ASHRAE and SMACNA. Balancing dampers will be incorporated to ensure proper air balance in the spaces. Aluma flex duct is not allowed.

Control System

It is understood the desired control system is a Johnson Control System, the control system will be a Johnson system or will have ability to communicate with the Johnson platform through a gateway interface.

The operation of the HVAC system will be controlled by an electronic control system that will allow the implementation of the following control strategies: scheduling, adjustment of space temperature set points, after-hours operation and monitoring.

Exhaust fans serving individual/single restrooms will typically be controlled through corresponding space lighting. Equipment room exhaust fans will be controlled by thermostat.

Test & Balance

At the completion of the installation, the HVAC system will be tested and balanced according to approved standards such as NEBB and/or AABC. In addition, the performance of the HVAC system will comply with the 2016 California Green Building Code. Test and Balance contractor shall be a third party contractor.

Plumbing

All plumbing fixtures shall be commercial grade and shall be ultra-low flow to exceed Cal-Green and LEED requirements. Components include integration of sensors for faucets and valves, ultra-low flush toilets and ultra-low flush urinals.

Plumbing system installation shall include: test, start up and balance a complete plumbing system for the entire building. The design shall allow for future expansion of systems and create flexible piping service that shall be easily adapted to changing City requirements. These requirements apply to all spaces.

Plumbing Systems: The following plumbing systems shall be provided: domestic cold water, domestic hot water, sanitary waste and vent. Areas subject to rain water shall be provided with primary and secondary drainage systems. The hot water will be generated at the points of use through electrical instantaneous type water heaters (with no storage components).

PLUMBING SYSTEM DESCRIPTION – FIRE STATION



Plumbing Fixtures:

Plumbing fixtures will comply with maximum flow requirements per LEED and Cal Green requirements. Fixtures will include flush valve water closets, lavatories, kitchen sink, and showers, mop sink, wash box at the clothes washer, and hose bibbs along the exterior walls. Floor drains will be provided in all Toilet Rooms, the kitchen area, the apparatus bay, the Laundry Room and in the turnout area. Floor sinks will be provided at the air compressors, turnouts and riser locations. Drainage at the clothes washer/extractor will be a trough connected to the sewer system. Trap primes will be provided for all floor drains. Public fixtures in public restroom shall be flush value ADA compliant (wall mounted if possible).

Utility/Laundry Room shall include a stainless steel deep utility sink with side drain board. Kitchen shall have an 18 gauge stainless steel 11" deep, single, extra wide/deep sink integrally fabricated with the stainless steel counter with one, 1-HP garbage disposal. Porcelain mops sink, floors drain with trap primers and a laundry hose box with vacuum breakers/water hammer arresters shall also be provided.

Plumbing Systems:

Plumbing systems will consist of natural gas, domestic hot and cold water, compressed air, condensate, sand-oil waste, storm drain and sanitary waste and vent systems. The building drain will connect to the sewer pipe provided by others at the 5-foot line from the building which will connect to the sites sewer system. A water stub out will be provided for the ice maker in the refrigerator. Natural gas for the gas range, water heater, clothes dryer, and barbeque grill will be provided. Compressed air for shop air usage will be provided by an air compressor with an air dryer, filters, oil separator and a vertical receiver. A sand-oil interceptor will be provided for the drains in the apparatus bay.

Hot Water System:

Hot water will be provided by a non-storage/tank-less (if possible) gas fired water heater and circulated to all fixtures requiring hot water by means of an in-line circulating pump at the water heater. Water heater will be located near rear of station. Hot water pipes shall be insulated if storage water heating is required – unit shall be minimum 100 gallons. Run off from water heater drain pan shall discharge to approved receptor.

Water Supply & Distribution System:

The potable water system shall be Type L copper above grade and Type K below grade. Supply pressure shall be designed to remain between 30 and 80 PSI.

- Hose Bibbs will be provided on all four sides of the buildings, roof and apparatus bay.
- A plumbing connection inside the apparatus bay shall be provided for a deionized water pressure washer connection.

Drainage System

Cast iron piping shall be used for sanitary and storm water drainage piping located within the building envelope in order to limit noise transmission. All below grade sanitary horizontal piping runs shall be provided with clean-put access ports for servicing with drain-cleaning equipment.

Two heavy traffic weight 4" width floor drains shall be provided at apparatus bays with sand-oil interceptor

All roof drains will be provided with water diffusers/splash blocks at downspouts unless connected immediately/directly to underground storm system.

Natural Gas System

Natural gas piping shall be provided from the main meter to all gas utilizing fixtures and/or equipment for the building. Pressure regulators shall be furnished as required. Natural gas will be distributed in Schedule 40 black steel piping with threaded malleable iron fittings.

Patio area shall be equipped with a gas stub out with gas and tuner for shutoff control valve (located adjacent to structure) with outlet directed away from building.

Condensate Waste System

A condensate drainage system shall be provided for all packaged rooftop and split system units. Connections to the units shall be trapped and vented. The system shall discharge to an approved receptor.

Plumbing Efficiency

The building typology typically requires a large amount of water. Multiple restrooms including showers, a full kitchen, and laundry capabilities make up the bulk of the usage. We have addressed the potable water consumption by specifying low flow fixtures for toilets and lavatories. By utilizing these fixtures in lieu of standard models, our calculations show a minimum 20% in water consumption.

Utilities Services

reduction?

- The fire station shall be connected to a minimum 4" sanitary sewer.
- The fire station shall be supplied with a minimum 2" cold water service. ✓
- The fire station shall be supplied with a minimum 2" gas service complete with seismic shut-off valve.
- A minimum 70 gallon sand/oil clarifier on discharge side of Apparatus Bays' trench drains.

Air Compressor ✓

- An ASME certified tank mounted air compressor (Ingersoll Rand model # 2475N5, 5 HP, 150 PSI minimum) complete with pressure regulator, automatic condensate drain, air dryer, filters, oil separator and a vertical receiver (80 gallon receiver preferred).
- System shall be minimum 140 PSI with auto bleed off. And shall support air for shop and apparatus bay by an air compressor with an air dryer, filters, oil separator and a vertical receiver

Emergency Generator/Fuel Storage

The above ground diesel fuel dispensing tank (AST) shall be installed per the currently adopted design guidelines and in accordance with applicable ASTM Standards.

The Above ground diesel fuel dispensing tank and pump island shall be located to accommodate filling from the left side of the fire apparatus.

The Above Ground storage tank (AST) shall comply with all requirements of the Drainage Area Management Plan's (DAMP's) Best Management Plan. These requirements include:

- The fuel dispensing area will be paved with concrete to a minimum distance of 6-feet in any direction.
- In addition, the fuel dispensing area shall be graded and constructed so as to prevent drainage flow either through or from the fuel dispensing area.
- The dispensing area will have a berm around the perimeter of the area within the confines of the canopy roof.
- This berm will keep other site drainage from entering the dispensing area.
- The concrete fuel dispensing area will be grated and constructed so as to drain to a catch basin to contain any fuel spillage until it can be properly cleaned up and disposed of.
- The emergency generator and sub-base day tank (AST) shall likewise conform to the containment berm requirements similar to the diesel fuel dispensing area.

• *No mention of canopy*

PLUMBING SYSTEM DESCRIPTION – COMMUNITY BUILDING**Plumbing Fixtures:**

Plumbing fixtures will comply with maximum flow requirements per LEED and Cal Green requirements. Fixtures will include flush valve water closets, lavatories, drinking fountain and hose bibbs. Floor drains will be provided in public Toilet Rooms with trap primes. Public fixtures shall be flush valve ADA

compliant (wall mounted if possible). Drinking fountains shall be included in exterior design of community center

Plumbing Systems:

Plumbing systems will consist of domestic hot and cold water, condensate, storm drain and sanitary waste and vent systems. The building drain will connect to the sewer pipe provided by others at the 5-foot line from the building which will connect to the site sewer system.

Hot Water System:

Hot water will be provided by a non-storage/tank-less point of use water heater located below hot water lavatory and/or sink.

Water Supply & Distribution System

The potable water system shall be Type L copper above grade and Type K below grade. Supply pressure shall be designed to remain between 30 and 80 PSI. Hose bibbs will be provided on at the exterior of the building and in the utility chase of the building. All water piping shall be designed and constructed with high and low point drain fittings (per RFP request). All piping shall be mounted on Uni-strut wall brackets with neoprene isolators (per RFP request).

Drainage System

Cast iron piping shall be used for sanitary and storm water drainage piping located within the building envelope in order to limit noise transmission. All below grade sanitary horizontal piping runs shall be provided with clean-put access ports for servicing with drain-cleaning equipment.

All roof drains will be provided with water diffusers/splash blocks at downspouts unless connected immediately/directly to underground storm system.

Natural Gas System

Natural gas piping shall be provided from the main meter to all gas utilizing equipment for the building. Pressure regulators shall be furnished as required. Natural gas will be distributed in Schedule 40 black steel piping with threaded malleable iron fittings

Condensate Waste System

A condensate drainage system shall be provided for all air conditioning system units. Connections to the units shall be trapped and vented. The system shall discharge to an approved receptor.

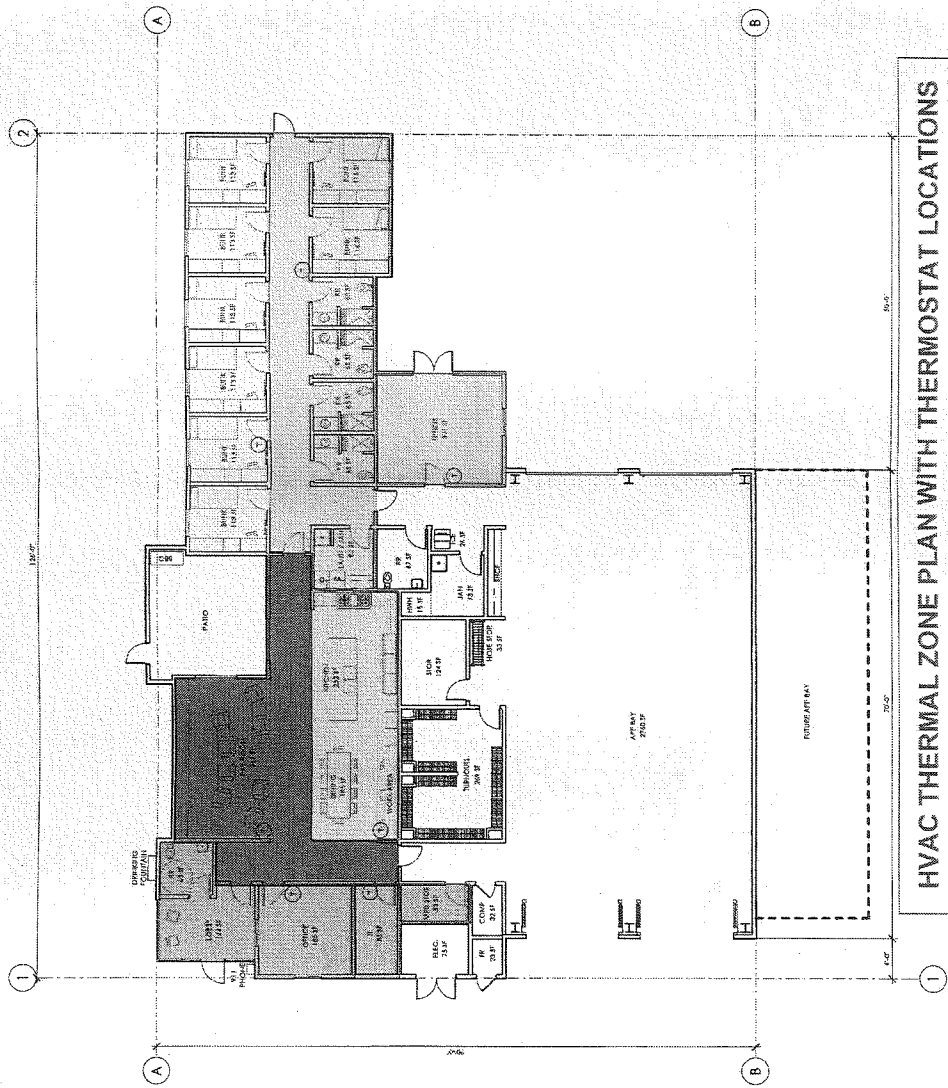
Plumbing Efficiency

We have addressed the potable water consumption by specifying low flow fixtures for toilets and lavatories.

Utilities Services

- The Community Building shall be connected to a minimum of 4" sanitary sewer
- The Community Building shall be supplied with a minimum of 1" cold water service.

The Community Building shall be supplied with a minimum 1-1/4" gas service complete with seismic shut off valve.



HVAC THERMAL ZONE PLAN WITH THERMOSTAT LOCATIONS



SCALE: 1/8" = 1'-0"

GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

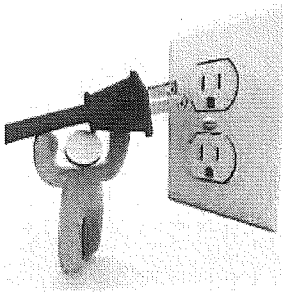
CONCEPTUAL FLOOR PLAN

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Electrical



The building electrical system will include 600Amps, 208Y/120V three phase, four wire main service panel board in the main electrical room. The service panel board will include metering, TVSS unit and circuit breakers for lighting panel (1-100A), receptacle panel board (1-200A) and mechanical equipment panel (1-200A). The building electrical system will be derived from Southern California Edison (SCE) via a utility provided service pad mounted transformer.

The station electrical service will be provided with a stand-by service diesel engine generator and ATS switch sized at 125% of the building service size rating. The engine will be provided with a 72-hour capable run time fuel day tank.

An addressable Fire Alarm System will be provided for the building. Pull stations, horns, speakers and strobes will be placed per NFPA 72. Fire alarm control panel will be installed in the main telephone room. The remote annunciator will be installed in an owner selected common area.

Building telecommunication system will include duplex communication outlets with two RJ45 jacks (voice and data). The outlets will be located per the RFP.

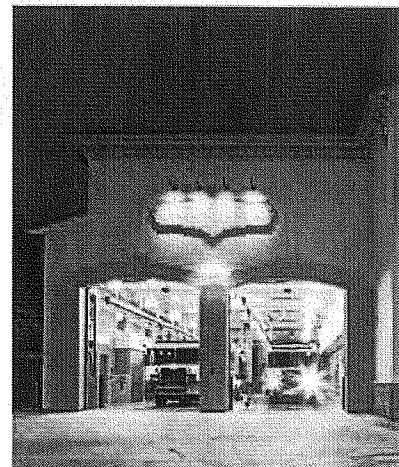
CATV system in the building will include coax cabling, F type outlets and required termination hardware. The system design and OSP point of connection will be coordinated with local CATV provider.

A station paging system interconnected to a station CAD will be provided with compatible with the existing city CAD standard system.

Engineered Solutions:

Lighting

- The building interior lighting system will be provided in compliance with RFP and IES recommendations. The lighting calculations will be performed for each different type of space using modern software.
- The interior lighting system will include recessed direct/indirect LED light fixtures with energy saving motion sensors and daylight controls.
- A decorative LED lighting fixtures will be provided in main lobby.
- Exterior Lighting System for building façade, flagpole, 911 phone and general parking areas will include pole and building mounted LED type fixtures with digital control via a digital lighting control panel. This panel will have photocell and timeclock capability with maintenance by-pass features.



- Pass of egress and building exits will be illuminated with lighting fixtures and exit signs supplied from integral batteries for interior fixtures and Central Emergency Lighting Inverter for exterior fixtures.
- Energy saving measures will be paramount on this project to attain the most energy efficient and lowest cost of maintenance lighting system possible. Systems will include but not be limited to multi-level switching and motion sensors in all areas to include in areas afforded natural day light.

Power for general use

- Branch circuit panels (In accordance with California title-24 requirements) will be provided for lighting, general power, and HVAC loads. All panels will include bolt-on type circuit breakers. Exterior weatherproof GFCI outlets will be located around building perimeter with lockable cover plates keyed alike.
- All branch circuit wiring for lighting fixtures and outlets will be copper conductors.
- Dedicated receptacles / circuits will be provided for required exercise equipment and fire alarm systems.

Grounding

- Grounding System will in compliance with NEC Article 250. The system will include a bounding jumper at the main service panel board. A Telecommunication Main Ground Bus (TMGB) ground will be provided in the communications room and will be connected to the building grounding system.

Communications Systems

- The fire alerting system will include Data activated Master Control Unity, speakers with attenuation in each normally occupied space, red light in each dorm room with variable intensity from time of initial alarm.
- A doorbell assembly will be provided providing paging throughout the station.
- Exterior weatherproof speakers with attenuators for full lot coverage.

Exterior Utility distribution systems

- Electrical Service for the new facility will be connected via Southern California Edison (SCE) new utility duct-banks in accordance with the SCE service guide. A new pad mounted transformer will be located on the project site near the main electrical room. The transformer will be provided and installed by SCE.
- Telephone Service for the new facility will be connected via AT&T telephone existing and new utility duct-banks in accordance with AT&T utility service guide.
- Cable television service for the new facility will be connected via the local cable provider existing and new local utility duct-banks in accordance with appropriate service guide.

Community Building

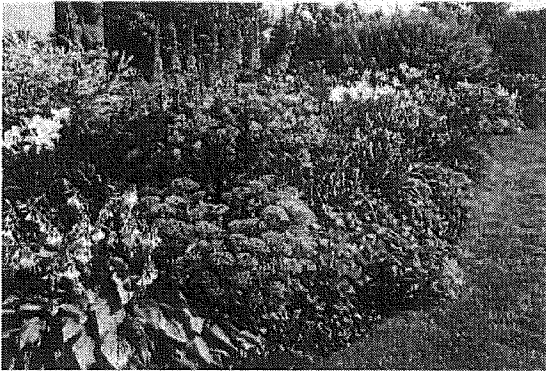
- The community building will be utilizing the existing electrical, telephone and CATV utilities connection via site located new utility boxes. The boxes use will be utility coordinated and located in accordance with utility approval.
- The community building electrical service will be reconnected to a new 240/120V 1-Phase 3W 200A panel board sleeved in to the building via the mentioned utility box.
- The 200A panel will be by Square "D" and will be provided with a 200A main circuit breaker with a AIC minimum rating of 10kAIC.
- The building wiring will consist of copper wiring only with a #12 minimum size.
- All lighting in the building will be LED lamped with digital title-24 required controls via occupancy sensors and daylight sensors.
- Commercial spec grade outlets will be provided throughout the building.

Landscaping

Concept:

The location of Fire Station #6 is proposed on the SW portion of West Haven Park, the ingress and egress coming off of West Street. The new parking lot on the north end serves both the Fire Station and the adjacent park. The park's existing Community Center will be replaced with a new prefabricated building and the existing children's play area will be removed and replaced with a new play area north of the community building, with new equipment and resilient surfacing to serve different ages and abilities.

Planting:

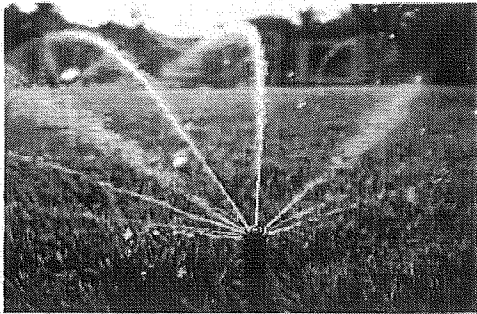


The proposed landscape at the Garden Grove Fire Station 6 is intended to enhance and complement the proposed architecture while blending it into the surrounding built and natural environment of the area. The plant materials for the project have been selected to be consistent with the adjoining landscape with additional recommendations that include sustainable California native and drought tolerant plant materials that are indigenous to the area. Plant selection is also based on hardiness, aesthetics, water conservation and minimal

maintenance and shall meet the requirements for Landscape Efficiency Standards. The species and massing of trees and shrubs are selected for scale and size that relate to the height and mass of the proposed building and integrate the project into its nearby environment. Evergreen trees are proposed adjacent to hardscape and parking areas to minimize leaf litter. Tall shrubs or trees are proposed along the south boundary to provide a screen between the fire station and adjacent residential neighborhood. Shade trees will be incorporated in the disturbed areas on the park site and in the shared parking lot. Where possible and where recommended by the City, the opportunity for a reduction of existing, higher water use, non-active recreational turf areas will allow for a greater incorporation of low water use plants. In the design process, the design team will consider incorporating plantings that will thrive under normal rainfall amounts for the area. Choosing plants indigenous to the area can eliminate the need for supplemental irrigation once established. This action also might eliminate, or greatly reduce irrigation to select areas of the site.

Stormwater Efficiency:

Sustainability is a key landscape goal of this project. Water efficiency in surface and sub-surface drainage will be increased through the use of infiltration at planting areas, bio-swales and other grading techniques to capture and clean on-site water resources in compliance with regulations, and coordinated with the Civil Engineer.

Irrigation:

Park site planting areas will be irrigated separate from the planting areas of the fire station. The fire station's irrigation system will be with a new dedicated irrigation water meter and a reduced pressure principle backflow preventer at West Street. A master valve and flow meter shall be provided at the point of connection to monitor, flag and protect the system from unusual high flows due to system breaks and to indicate abnormal water use patterns.

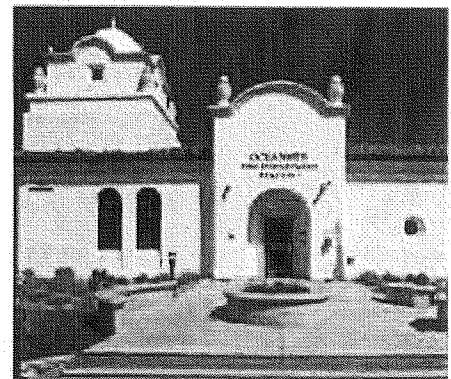
The irrigation systems shall incorporate controller(s) run by weather-based and/or soil moisture sensor equipment. Quick coupling valves shall be regularly provided at key use locations for site landscape maintenance. Where available, connectivity to existing/new City facilities for water management of the irrigation system can be incorporated in the design.

Irrigation shall meet all the requirements of the City of Garden Grove Landscape Water Efficiency Provisions (Appendix 1, TITLE 9)). Project development shall incorporate any current or foreseen water restrictions that may impact the function of the irrigation system.

All irrigation materials specified shall be approved and conform to the latest City standards. Irrigation zones shall be determined based on the City's Landscape Water Efficient Ordinance requirements, peak demand/hydraulic constraints, controller station capacity/availability, irrigation method, plant water/hydrozone requirements and grades. Dedicated bubbler type systems will be used for each tree. All irrigation equipment will be selected and the systems designed to achieve maximum distribution uniformity. Existing irrigation systems on the park site that are disturbed during construction will be repaired and/or replaced in kind to match distribution uniformity and performance of the existing irrigation systems with complete coverage. Existing systems will be mapped down to the sprinkler head, identifying all existing visible conditions. Record drawings, if available, and management staff will help to document the existing system. The modified irrigation systems will be controlled by the park's existing automatic controller(s).

Hardscape:

The new site layout reconfigures the existing walkways into the park site that have been impacted by the proposed improvements and directs park users to the central core of the park where the new community center, existing restroom building and new children's play area are proposed. The overall hardscape framework within the park consists of natural gray colored concrete to match the existing walkways, an informal pedestrian scale, ADA accessible concrete walks that connect the shared parking lot with the adjacent facilities and activities. A 4' wide concrete (or asphalt) walk is proposed around the perimeter of the



children's play area for easy access and allowing children to run around with their toys and trikes. Benches are located along this path for parents to sit and watch their children play. A patio with picnic tables is located north of the new community center that serves both the building and the children's play area.

Pedestrian and vehicular paving for the Fire Station #6 will be designed to complement the architecture.

Outdoor patios on the fire station can be found at the entry to the building on the west side, on the north side of the building near the day room, and on the south side adjacent to the fitness center. The front entry includes a bench, drinking fountain and flag pole with an entry monument sign off the street. The north patio includes a BBQ grill and site furnishings for dining, congregating and relaxation. The patio adjacent to the fitness center provides an area to exercise outdoors or just rest and relax on some soft furniture.

Site Furnishings:

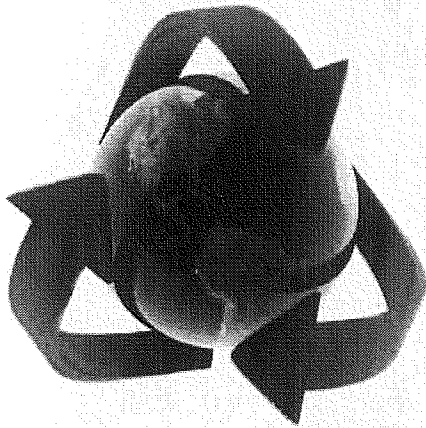
Site furnishings for both the park and fire station are selected to harmonize with the architecture of the facilities and for durability and low maintenance. Site furniture includes picnic tables, benches, dining table and chairs, soft furniture, trash and recycling receptacles.

Maintenance:

All planting areas within the park and north parking lot will be maintained by the City's park maintenance personnel. The Fire Station will provide for its own maintenance service. One of the goals is to help create sustainable landscapes, while ensuring maintenance personnel can maintain the finished product efficiently, cost-effectively, and safely. Landscape designers and grounds managers must work together to create truly sustainable sites that are highly functional, protect the environment, improve the health and well-being of humans and wildlife, and conserve both natural resources and budget dollars.

Sustainability

RABC - ECC and our entire design build team employ sustainable practices throughout the design and construction process. We have achieved USGBC Platinum, Silver and Gold level certification on multiple projects, including several fire stations. Many sustainable design features are now required by local ordinance and California building code. Our design build team recognizes that sustainability is important to the City of Garden Grove. We will implement the sustainable practices articulated in this proposal, and, implement any additional sustainable design measures requested by the City.



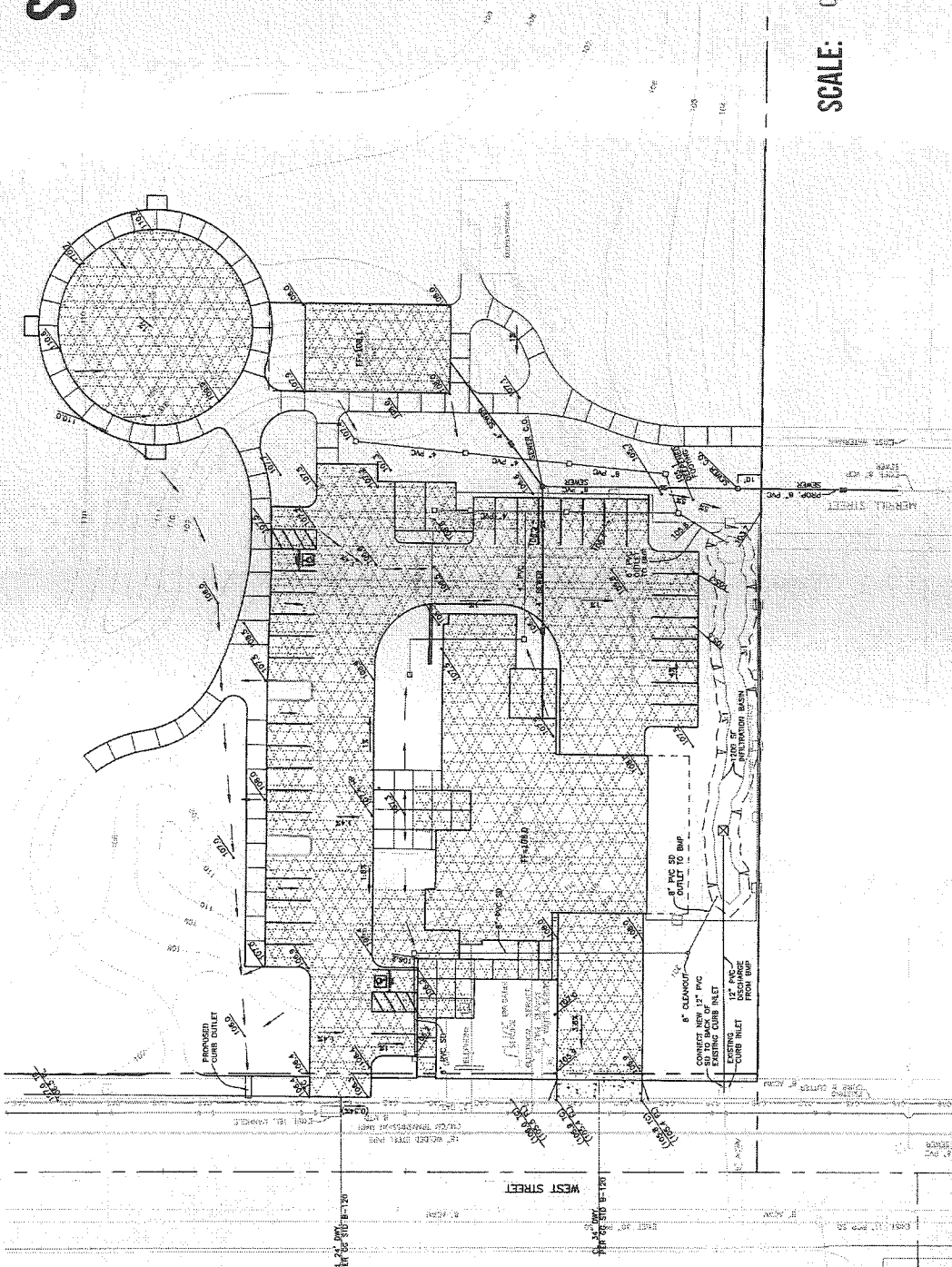
Water efficiency will be maximized through the water efficient landscaping and by way of low-flow toilets and water efficient plumbing devices. Water is obviously a precious resource, and we will be installing landscaping that requires as little irrigation as necessary.

By specifying a very efficient envelope, fenestration, and heating ventilation and air conditioning system we will maximize the efficiency of our HVAC systems.

Material selection is very important in terms of recycled content and reuse. We take a proactive approach to projects for Construction Waste Management by implementing mandated separation of recyclable materials on site to offset the materials that end up in landfills. In a recent project, we were able to divert almost 90% of the construction debris from landfills to be recycled. Sustainability is of utmost importance to this Design Build team.

Equally important is the indoor environmental quality, and even without the requirement for LEED, our team implements a Construction IAC management plan on every project. Clean materials installed will support cleaner air for the occupants, and it's the responsible way to build. We are taking advantage of the natural daylighting and views with our glazing and the high clerestory windows both for lighting purposes and natural ventilation.

SITE GRADING & UTILITIES



LEGEND

- 12x12 BROOKS BOX
- 24x24 BROOKS BOX
- 6" PVC CURB
- FINISH CONTOUR

NOTE

ALL GRADES ARE FINISH GRADE
ADD 0.5' FOR TOP OF CURB.

SCALE: 0 20' 40' 80'



GARDEN GROVE
RFP S-1208



R.A. BURCH
CONSTRUCTION

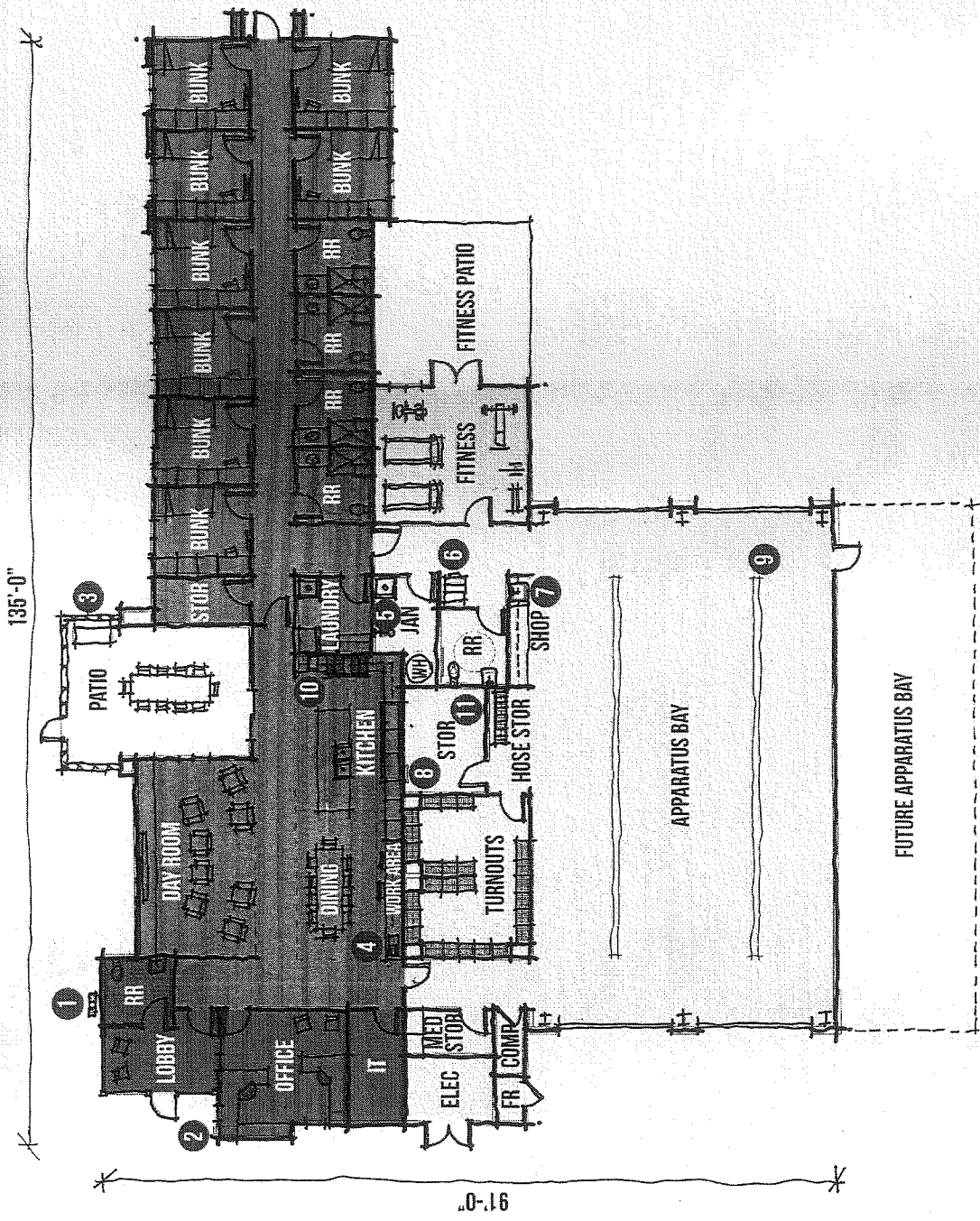


FLOOR PLAN

FIRE STATION 6 (PROPOSED)

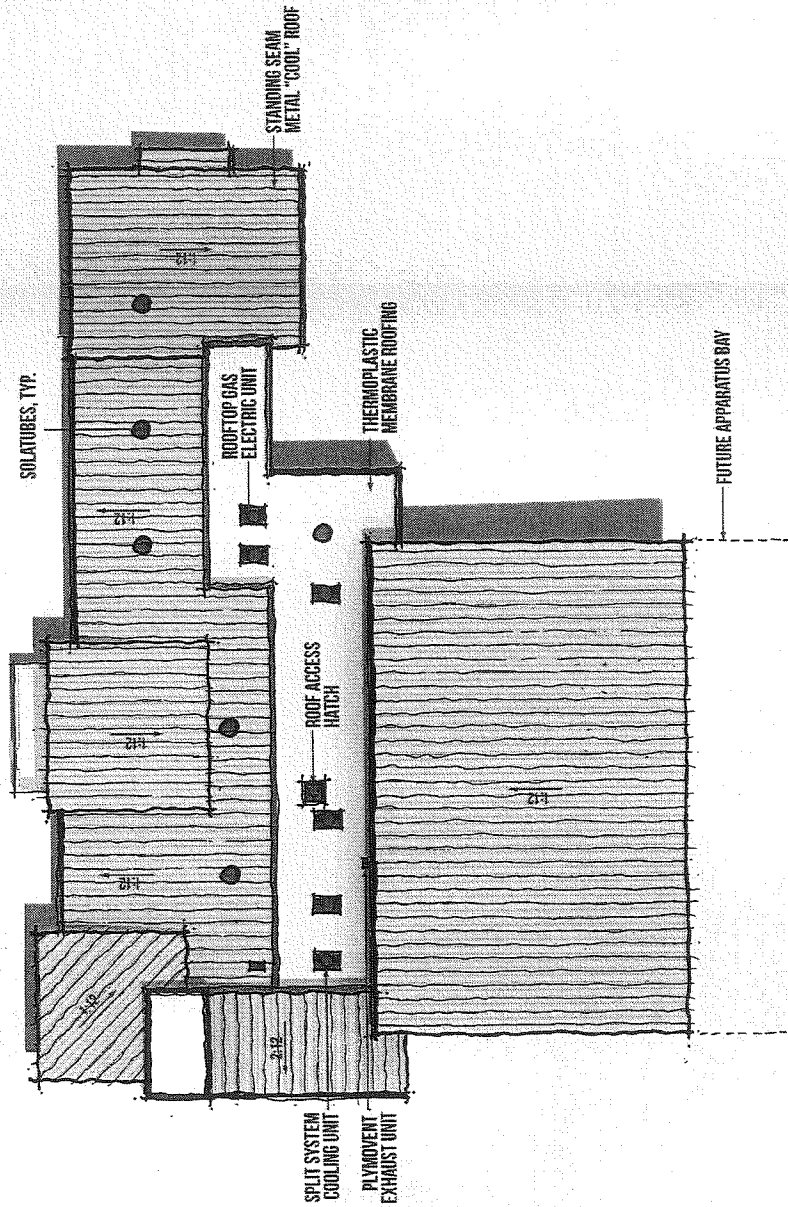
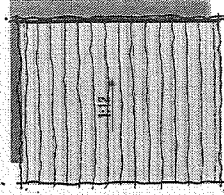
TOTAL AREA: 7,860SF

- ADMINISTRATION
- LIVING AREA
- WORK AREA
- 1 DRINKING FOUNTAIN
- 2 911 PHONE
- 3 GAS PLUMBED BBQ
- 4 MAIL & PRINT AREA
- 5 EMERGENCY SHOWER
- 6 ICE MAKER
- 7 DEEP SINK
- 8 ROOF ACCESS LADDER
- 9 TRENCH DRAINS
- 10 UNDER COUNTER TRASH
- 11 FUTURE EXTRACTOR PLUMBING



ROOF PLAN

FIRE STATION 6 (PROPOSED)

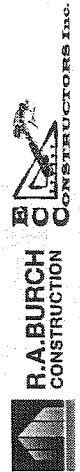


SCALE:



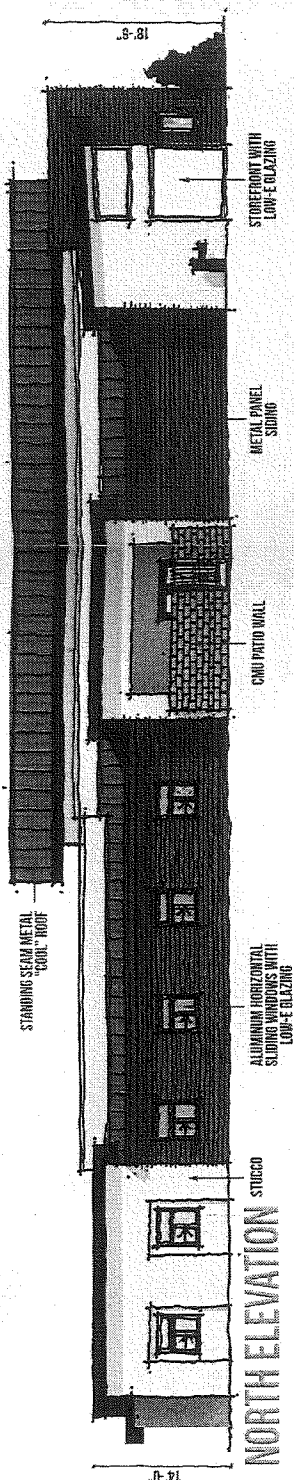
3D PERSPECTIVE

FIRE STATION 6 (PROPOSED)

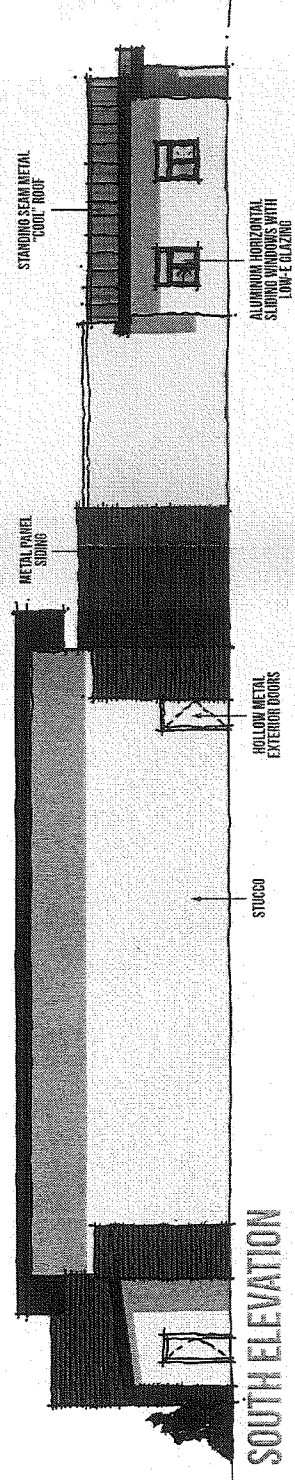


ELEVATIONS

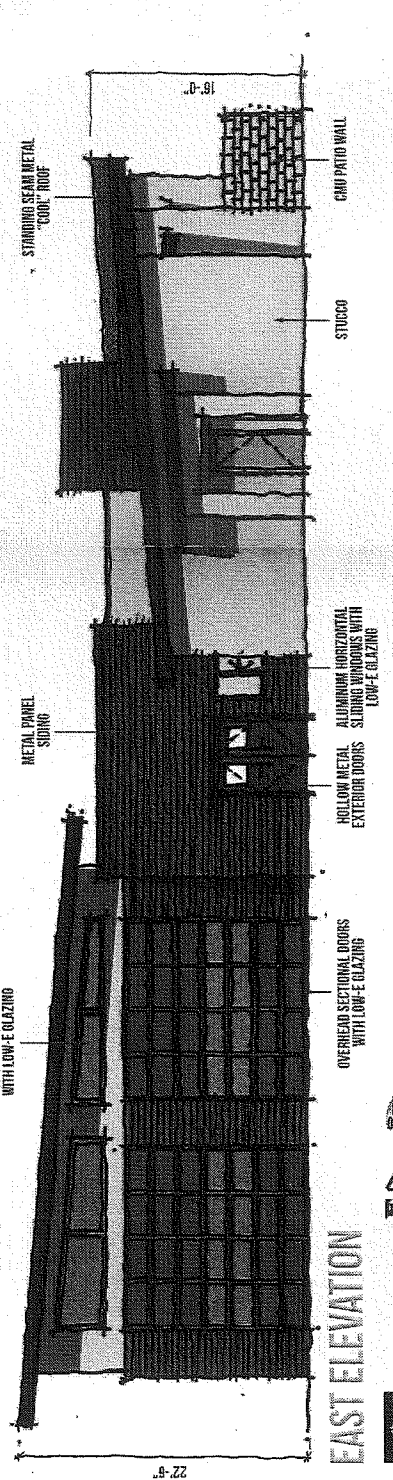
FIRE STATION 6 (PROPOSED)



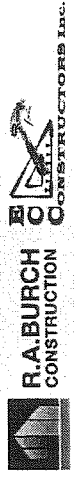
NORTH ELEVATION



SOUTH ELEVATION



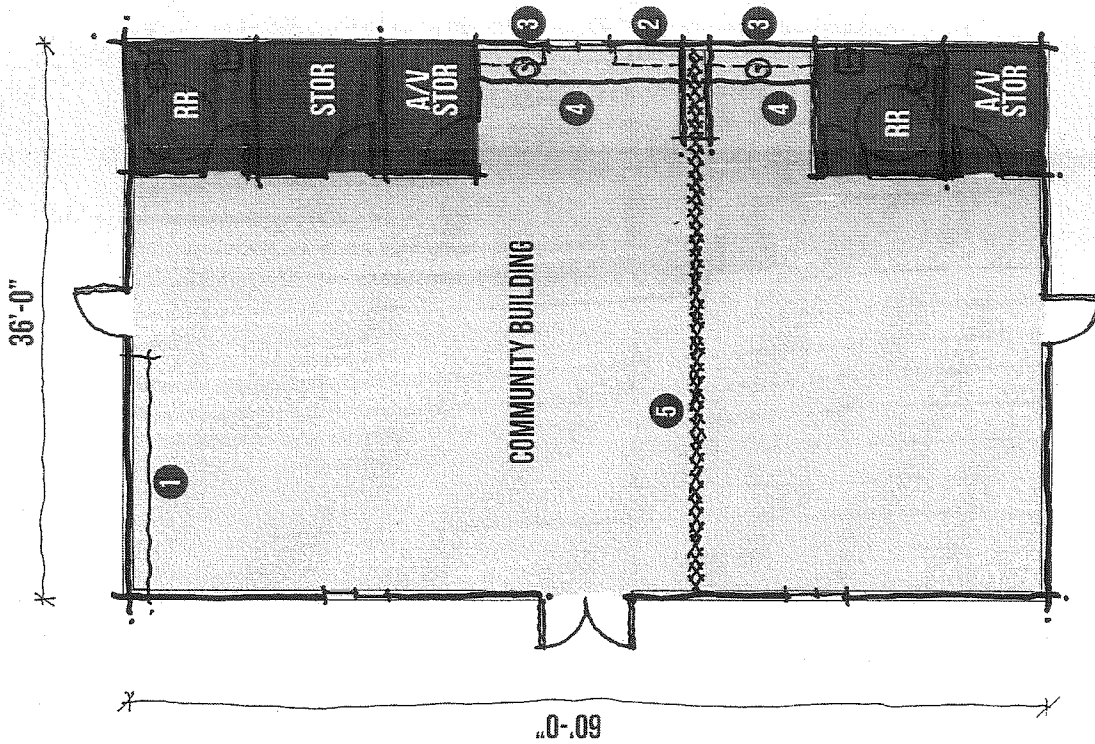
EAST ELEVATION



FLOOR PLAN

COMMUNITY BUILDING

TOTAL AREA: 2,185SF



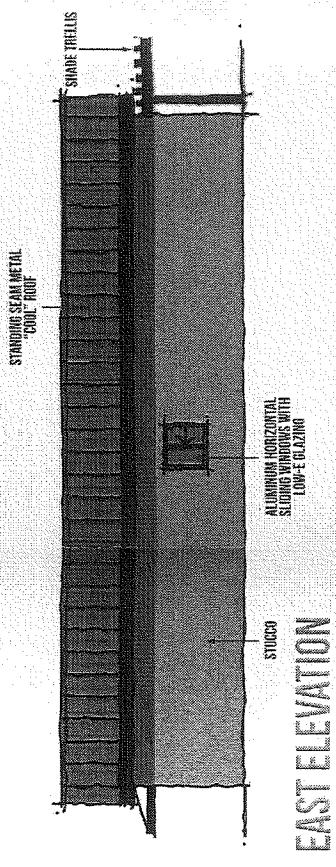
- COMMUNITY
- AUXILIARY
- STORAGE CUBBIES
- MINI FRIDGE
- SINK
- BUILT-IN CASEWORK
- MOVABLE PARTITION

SCALE:

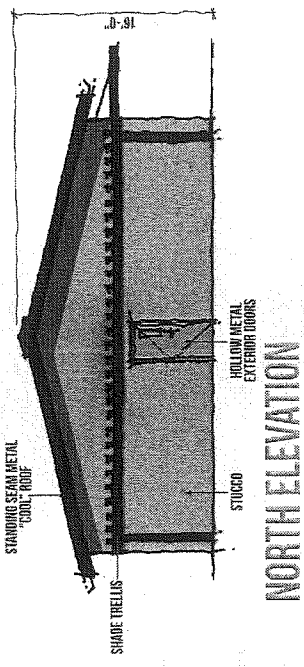


ELEVATIONS

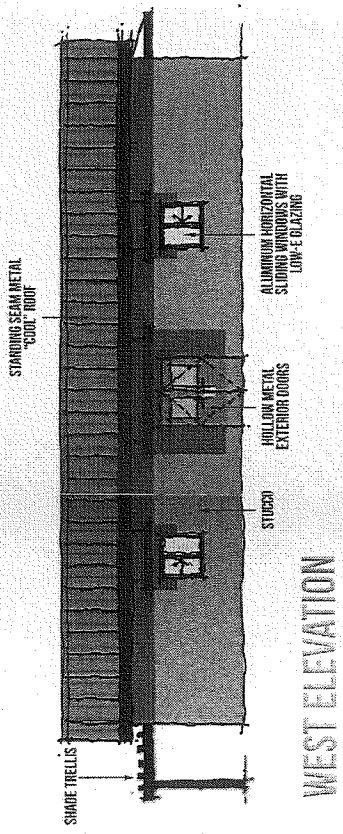
COMMUNITY BUILDING



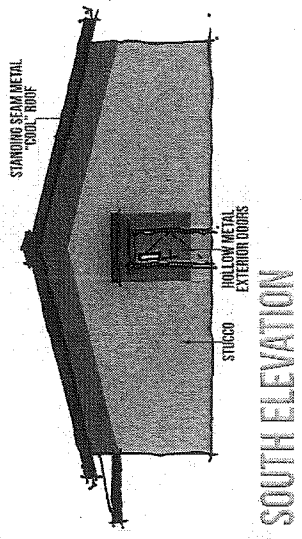
EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

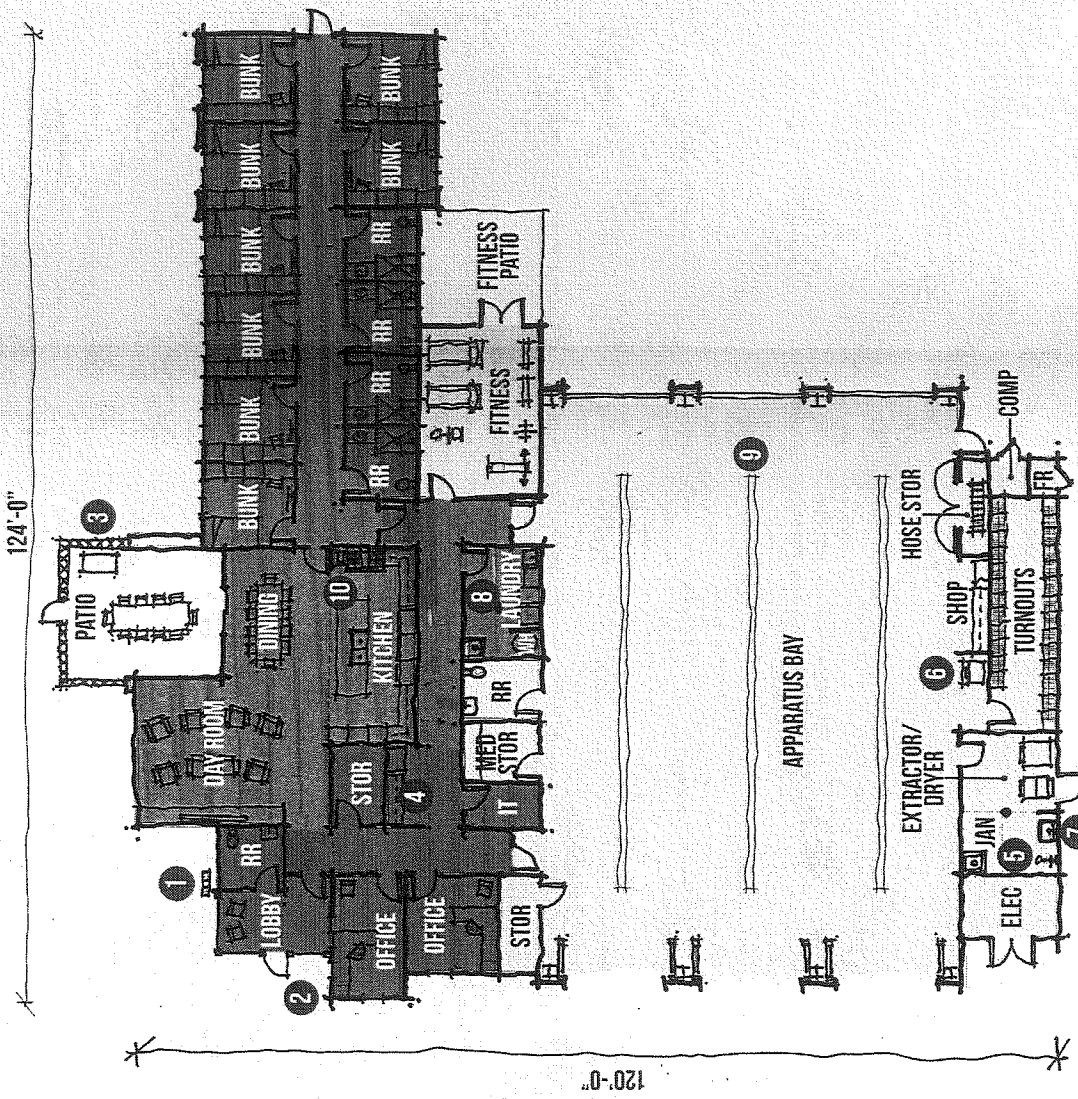


FLOOR PLAN

FIRE STATION & FULL PROGRAM

TOTAL AREA: 9,900SF

- ADMINISTRATION
- LIVING AREA
- WORK AREA
- 1 DRINKING FOUNTAIN
- 2 911 PHONE
- 3 GAS PLUMBED BBQ
- 4 MAIL & PRINT AREA
- 5 EMERGENCY SHOWER
- 6 ICE MAKER
- 7 DEEP SINK
- 8 ROOF ACCESS LADDER
- 9 TRENCH DRAINS
- 10 UNDER COUNTER TRASH

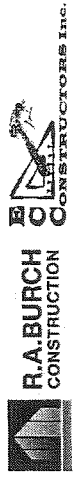
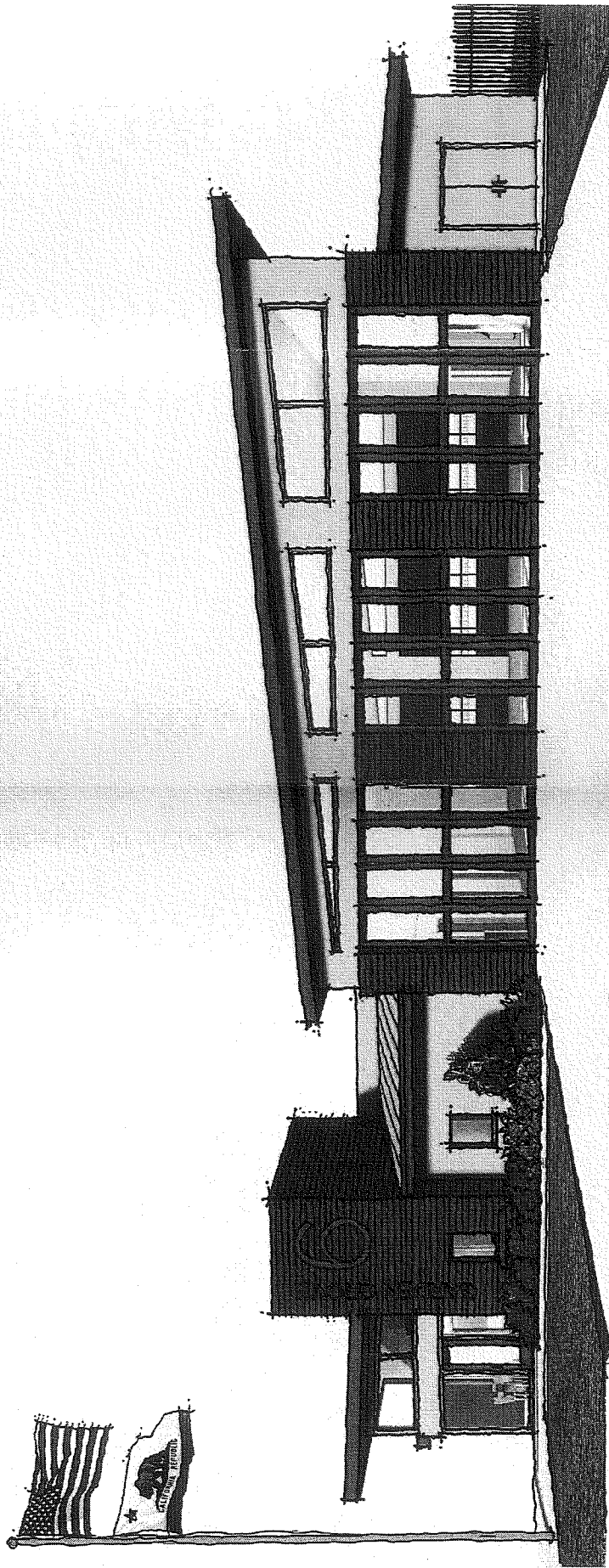


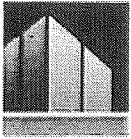
R.A. BURCH
CONSTRUCTION

CONSTRUCTORS INC.

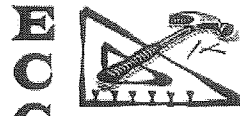
3D PERSPECTIVE

FIRE STATION 6 (FULL PROGRAM)





**R.A.BURCH
CONSTRUCTION**



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CONSTRUCTORS, Inc.**

RF5Q No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

PROJECT SCHEDULE

(4) PROJECT SCHEDULE

Fire Station 6 and Community Building, Garden Grove

Calendar: 7D WH - 7 Day Calendar
 Calendar: 5D WH - 5 Day Calendar with Holidays

#	Activity ID	Activity Name	Calendar	Qty	Duration	Rem Dur Start	Finish	TF	2017	2018	2019																				
									Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
1		Fire Station 6 and Community Building, Garden Grove																													
2	DS.A1000	Contract Duration - Calendar Days	7D WH	480d	350d	350d	02-Jul-18	0d																							
3	DS.A1100	Design Duration - Calendar Days	7D WH	480d	480d	480d	02-Jul-18	0d																							
4	DS.A1200	Construction Duration From Mobilization - Calendar Days	7D WH	185d	185d	185d	01-Sep-17	0d																							
5		Contract Award (Notice to Proceed)	5D WH	8d	8d	5d	28-Feb-17	0d																							
6	DSGN.A1000	Certificate Of Insurance Approval of Insurance	5D WH	5d	5d	5d	28-Feb-17	0d																							
7	DSGN.A1100	Surety Bond and Approval of Surety Bond	5D WH	5d	5d	5d	28-Feb-17	0d																							
8	DSGN.A1200	Pre-Proposal Conference /Project Kick Off Meeting	5D WH	1d	1d	1d	01-Mar-17	0d																							
9		Design Development																													
10	DSGN.B1000	Design Development Work Start	5D WH	89d	89d	89d	02-Mar-17	0d																							
11	DSGN.B1100	Prepare & Submit 30% Design Development Package	5D WH	18d	18d	18d	02-Mar-17	0d																							
12	DSGN.B1200	Owner Review & Comments on 30% Design Development Package	7D WH	21d	21d	21d	28-Mar-17	0d																							
13	DSGN.B1300	Prepare & Submit 75% Design Development Package	5D WH	18d	18d	18d	18-Apr-17	0d																							
14	DSGN.B1400	Owner Review & Comments on 75% Design Development Package	7D WH	21d	21d	21d	12-May-17	0d																							
15	DSGN.B1500	Prepare & Submit 90% Design Development Package	5D WH	18d	18d	18d	02-Jun-17	0d																							
16	DSGN.B1600	Owner Review & Comments on 90% Design Development Package	7D WH	21d	21d	21d	28-Jun-17	0d																							
17	DSGN.B1700	Design Development Work Complete	5D WH	0d	0d	0d	18-Jul-17	0d																							
18		Construction/Permit Documents (100%)																													
19	DSGN.C1000	Construction/Permit Documents (100%)	5D WH	5d	5d	5d	18-Jul-17	0d																							
20	DSGN.C1100	Construction Document Work Start	5D WH	0d	0d	0d	26-Jul-17	0d																							
21	DSGN.C1200	Prepare & Submit Construction Document (100%) Package	5D WH	10d	10d	10d	26-Jul-17	0d																							
22	DSGN.C1300	Owner Review & Comments on Construction Document (100%) Package	7D WH	14d	14d	14d	08-Aug-17	0d																							
23	DSGN.C1400	Incorporate Owner's Comments to Construction Document	5D WH	5d	5d	5d	23-Aug-17	0d																							
24	DSGN.C1500	Publish & Distribute Issued For Construction Document	5D WH	3d	3d	3d	30-Aug-17	0d																							
25	DSGN.C1600	Construction Document Work Complete	5D WH	0d	0d	0d	01-Sep-17	0d																							
26		Fire Station Building																													
27	MOB-1000	Mobilization	5D WH	20d	20d	20d	04-Sep-17	0d																							
28	MOB-1000	Mobilization and Environmental Control Setup	5D WH	2d	2d	2d	04-Sep-17	0d																							
29		Demolition and Grading																													
30	FSTA.A1000	Demolition Work Start	5D WH	24d	24d	24d	08-Sep-17	0d																							
31	FSTA.A1100	Demo & Remove (E) Improvements - Clear & Grub	5D WH	4d	4d	4d	08-Sep-17	0d																							
32	FSTA.A1200	Relocate/Remove Existing Utilities As Required	5D WH	10d	10d	10d	08-Sep-17	0d																							
33	FSTA.A1300	Rough Grade Entire Site	5D WH	7d	7d	7d	20-Sep-17	0d																							
34	FSTA.A1400	Overexcavate & Recompact Building Pad (Including Pad Certification)	5D WH	7d	7d	7d	29-Sep-17	0d																							
35	FSTA.A1500	Site Grading Work Complete	5D WH	0d	0d	0d	09-Oct-17	0d																							
36		Site Utilities																													
37	Site Utilities	Site Wet Utilities	5D WH	46d	46d	46d	10-Oct-17	0d																							
38	FSTA.B1000	Site Wet Utilities Work Start	5D WH	20d	20d	20d	10-Oct-17	0d																							
39		Site Wet Utilities Work Start	5D WH	0d	0d	0d	10-Oct-17	0d																							
40		Site Wet Utilities Work Start	5D WH	20d	20d	20d	10-Oct-17	0d																							
41		Site Wet Utilities Work Start	5D WH	0d	0d	0d	10-Oct-17	0d																							

Legend: All Work
 Filter: Task Filter: All Activities

Fire Station 6 and Community Building, Garden Grove

Check: 20 Nite - 7 Day Calendar
 Calendar: 5D WH - 5 Day Calendar with Holiday

#	Activity ID	Activity Name	Calendar	Orig. Duration (D, M, S)	Rem Dur Start	Finish	TF	2017	2018	2019	2020	2021	2022					
								Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
80	FSTA.H1000	Painting	5D WH	10d	10d 12-Apr-18	25-Apr-18	0d											
81	FSTA.H1100	Acoustical Ceiling Grid	5D WH	10d	10d 19-Apr-18	02-May-18	1d											
82	FSTA.H1200	Floor Covering	5D WH	10d	10d 20-Apr-18	03-May-18	0d											
83	FSTA.H1400	Finish MEPs Fire Sprinkler Conn., Fire Alarm/MNS, HVAC Controls, Security, PA System	5D WH	20d	20d 24-Apr-18	21-May-18	1d											
84	FSTA.H1300	Doors and Windows (Pre-finished/Painted)	5D WH	15d	15d 26-Apr-18	16-May-18	6d											
85	FSTA.H1500	Cabinets & Casework	5D WH	10d	10d 04-May-18	17-May-18	0d											
86	FSTA.H1600	Partitions, Accessories, Signage, Window Covering & Misc. Interior Finishes	5D WH	10d	10d 11-May-18	24-May-18	0d											
87	FSTA.H1700	Acoustical Ceiling Tiles	5D WH	2d	2d 22-May-18	23-May-18	1d											
88	FSTA.H1800	Punch out Bldg Interior Finish Work	5D WH	1d	1d 25-May-18	25-May-18	0d											
89	FSTA.H1900	FF & E	5D WH	10d	10d 28-May-18	08-Jun-18	2d											
90	Site Improvements		5D WH	45d	45d 19-Feb-18	20-Apr-18	37d											
91	Site Structures		5D WH	15d	15d 19-Feb-18	09-Mar-18	16d											
92	FSTA.J1000	Site Structures Work Start	5D WH	0d	0d 19-Feb-18		16d											
93	FSTA.J1100	Trash Enclosure	5D WH	10d	10d 19-Feb-18	02-Mar-18	21d											
94	FSTA.J1200	Generator Enclosure	5D WH	15d	15d 19-Feb-18	09-Mar-18	16d											
95	FSTA.J1300	Fueling Site Canopy	5D WH	15d	15d 19-Feb-18	09-Mar-18	16d											
96	FSTA.J1400	Site Structures Work Complete	5D WH	0d	0d	09-Mar-18	16d											
97	Hardscape		5D WH	28d	28d 12-Mar-18	18-Apr-18	39d											
98	FSTA.K1000	Site Hardscape Work Start	5D WH	0d	0d 12-Mar-18		16d											
99	FSTA.K1100	Concrete Hardscape (Curbs, Gutters, Walks, Ramps, Planters)	5D WH	15d	15d 12-Mar-18	30-Mar-18	16d											
100	FSTA.K1200	Concrete Paving	5D WH	15d	15d 26-Mar-18	13-Apr-18	39d											
101	FSTA.K1300	Pavement marking & Signage	5D WH	3d	3d 16-Apr-18	18-Apr-18	39d											
102	FSTA.K1400	Site Hardscape Work Complete	5D WH	0d	0d	18-Apr-18	39d											
103	Landscape		5D WH	15d	15d 02-Apr-18	20-Apr-18	37d											
104	FSTA.L1000	Site Landscape Work Start	5D WH	0d	0d 02-Apr-18		37d											
105	FSTA.L1100	Irrigation	5D WH	10d	10d 02-Apr-18	13-Apr-18	37d											
106	FSTA.L1200	Planting	5D WH	5d	5d 16-Apr-18	20-Apr-18	37d											
107	FSTA.L1300	Ground Cover, Mulch, Turf	5D WH	5d	5d 16-Apr-18	20-Apr-18	37d											
108	FSTA.L1400	Site Landscape Work Complete	5D WH	0d	0d	20-Apr-18	37d											
109	Traffic Signal		5D WH	15d	15d 12-Mar-18	30-Mar-18	30d											
110	FSTA.M1000	Traffic Signal (UG Electrical & Traffic Signal Structure)	5D WH	15d	15d 12-Mar-18	30-Mar-18	30d											
111	Misc. Site Work		5D WH	10d	10d 02-Apr-18	13-Apr-18	42d											
112	FSTA.N1000	Misc. Site Work Start	5D WH	0d	0d 02-Apr-18		20d											
113	FSTA.N1100	Fences & Gates	5D WH	10d	10d 02-Apr-18	13-Apr-18	42d											
114	FSTA.N1200	Ballards, Flag Pole, & Misc. Site Furnishings	5D WH	7d	7d 02-Apr-18	10-Apr-18	45d											
115	FSTA.N1300	Generator & Fuel Storage Tank	5D WH	10d	10d 02-Apr-18	13-Apr-18	20d											
116	FSTA.N1400	Site Lightings (Pole and Fixture)	5D WH	10d	10d 02-Apr-18	13-Apr-18	42d											

Legend: 5D WH - 5 Day Calendar with Holiday
 From: 1858 (After All Activities)

Fire Station 6 and Community Building, Garden Grove

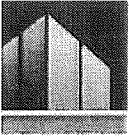
Colton, TO MH - 7 Day Calendar
 Calendar: 5D WH - 5 Day Calendar with Holidays

#	Activity ID	Activity Name	Calendar	Orig Duration	Rem Dur Start	Finish	TF	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
117	FS1A.N1500	Misc. Site Work Complete	5D WH	174d	13-Apr-18	42d										
118		Community Building	5D WH	25d	20-Sep-17	21-May-18	16d									
119		Site Demolition & Grading	5D WH	25d	20-Sep-17	24-Oct-17	89d									
120	CELDG.A1000	Demolition Work Start	5D WH	10d	20-Sep-17	03-Oct-17	99d									
121	CELDG.A1100	Relocate/Remove Existing Utilities As Required	5D WH	10d	20-Sep-17	03-Oct-17	99d									
122	CELDG.A1200	Demo & Remove (E) Community Building Including HazMat Removal	5D WH	10d	04-Oct-17	17-Oct-17	99d									
123	CELDG.A1300	Clear & Grub and Grading	5D WH	5d	18-Oct-17	24-Oct-17	99d									
124	CELDG.A1400	Demolition Work Complete	5D WH	0d	0d	24-Oct-17	99d									
125		Foundation	5D WH	10d	26-Oct-17	07-Nov-17	99d									
126	CELDG.B1000	Blg Foundation (Per Bldg Manufacturer)	5D WH	10d	25-Oct-17	07-Nov-17	99d									
127		Modular Building	5D WH	40d	08-Nov-17	02-Jan-18	135d									
128	CELDG.C1000	Modular Bldg Work Start	5D WH	0d	08-Nov-17	07-Nov-17	99d									
129	CELDG.C1100	Set Up Modular Buildings	5D WH	20d	08-Nov-17	05-Dec-17	99d									
130	CELDG.C1200	Connect Utilities	5D WH	10d	06-Dec-17	19-Dec-17	115d									
131	CELDG.C1300	Complete Finishes for Modular Building (at seams)	5D WH	5d	20-Dec-17	26-Dec-17	115d									
132	CELDG.C1400	FF & E	5D WH	5d	27-Dec-17	02-Jan-18	115d									
133		Site Improvement	5D WH	36d	02-Apr-18	23-May-18	16d									
134		Handscope	5D WH	20d	02-Apr-18	27-Apr-18	16d									
135	CELDG.D1000	Concrete Handscope (Curbs, Gutters, Walks, Ramps, Playground Sub-base)	5D WH	10d	02-Apr-18	13-Apr-18	16d									
136	CELDG.D1100	Concrete Paving	5D WH	10d	16-Apr-18	27-Apr-18	16d									
137		Landscaping	5D WH	5d	30-Apr-18	07-May-18	26d									
138	CELDG.E1000	Irrigation	5D WH	2d	30-Apr-18	01-May-18	26d									
139	CELDG.E1100	Planting	5D WH	2d	02-May-18	03-May-18	26d									
140	CELDG.E1200	Ground Cover, Mulch, Turf	5D WH	2d	04-May-18	07-May-18	26d									
141	CELDG.E1300	Site Landscape Work Complete	5D WH	0d	0d	07-May-18	26d									
142		Misc. Site Work	5D WH	16d	30-Apr-18	21-May-18	16d									
143	CELDG.F1000	Misc. Site Work Start	5D WH	0d	30-Apr-18	21-May-18	16d									
144	CELDG.F1100	Playground Equipment	5D WH	10d	30-Apr-18	11-May-18	16d									
145	CELDG.F1200	Playground Surfacing	5D WH	5d	14-May-18	18-May-18	16d									
146	CELDG.F1300	Playground Certification	5D WH	1d	21-May-18	21-May-18	16d									
147	CELDG.F1400	Misc. Site Work Complete	5D WH	0d	0d	21-May-18	16d									
148		System Testing, TAB, and Commissioning	5D WH	28d	14-May-18	20-Jun-18	2d									
149	INSP.A1000	System Testing, TAB, and Commissioning	5D WH	20d	14-May-18	08-Jun-18	0d									
150	INSP.A1100	Inspection, Punchlist Correction and Acceptance	5D WH	8d	11-Jun-18	20-Jun-18	2d									
151		Close Out and Demolition	5D WH	16d	11-Jun-18	02-Jul-18	0d									
152		Closeout Documents	5D WH	10d	11-Jun-18	22-Jun-18	0d									
153	CLOSE.A1000	Demobilization	5D WH	1d	25-Jun-18	25-Jun-18	0d									
154	CLOSE.A1200	Rain Allowance	5D WH	5d	25-Jun-18	02-Jul-18	0d									
155	CLOSE.A1300	Project Complete	5D WH	0d	0d	02-Jul-18	0d									

Legend: All Items
 Filter: TASK filter: All Activities

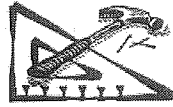
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**R.A.BURCH
CONSTRUCTION**

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CONSTRUCTORS, Inc.

RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

VALUE ADDED BENEFITS

(5) VALUE ADDED BENEFITS

GARDEN GROVE FIRE STATION 6 VALUE ADD ENHANCEMENTS

1. High Density concrete finish in apparatus bay – We have found through years of implementation that this type of finish in the apparatus bay is superior for maintenance and durability.

Cost: \$18,200.00

2. Single User Restroom accessible from Apparatus Bay: Providing needed facilities accessible directly from the apparatus bay to help prevent the spread of contaminants throughout the station is a highly desirable option for the staff working in the station.

Cost: \$16,750.00

3. Enhanced 40-year roofing warranty – This extension covers the roof for nearly the expected life of the station.

Cost: \$15,000.00

4. Double door from fitness – This design allows for outdoor exercises/circuit fitness and also introduces more air flow into the fitness area.

Cost: \$3,400.00

5. Storefront entry – This enhanced aesthetic celebrates the entrance and allows those coming to the station to easily identify the main public entrance.

Cost: \$6,400.00

6. Efficient building circulation – Logical station layout allows for decrease in building square footage and minimizes response time.

Cost: Design Solution

7. Site design minimizes impact to existing trees – Thoughtful site design allows for minimal disruption to the many beautiful old trees located on site while maximizing operation efficiency.

Cost: Design Solution

8. Private staff showers/bathrooms – This restroom configuration not only saves space but also provide fire staff a more desirable and private bathroom and shower function. This style also accommodates fluctuating gender numbers per shift.

Cost: Design Solution

BIM - Building Information Model

9. Use of BIM – Our team's mastery of BIM from architect to subcontractor has allowed us to maximize its potential. Specifically, even after construction completion, the County will be able to utilize BIM to assist with maintenance and operation needs let alone the realistic interior and exterior visual aids provided during design.

Cost: Design Solution

10. Increased day room and kitchen areas which are highly used by staff – Again, by providing additional area in two of the most frequented spaces of the living quarters of the station we have maximized comfort in creating a homelike feel for the personnel.

Cost: Design Solution

11. Increased security through sightlines- Our well laid out site allows excellent visual sightlines over the property for ease of monitoring and visual superiority.

Cost: Design Solution

12. Multi-functional apparatus drive aprons – This design allows for the opportunity to conduct additional training operations in these areas by providing an adequate amount of space.

Cost: Design Solution

13. Highly durable stucco and metal sidings – All of these items/materials aid the aesthetics and architectural character of the fire station helping to create it as a beacon for the community and remain complimentary to its neighbors and environment.

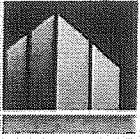
Cost: Design Solution

14. Infrastructure for photovoltaics – While we may not be installing solar panels at this time, we will provide the ability to easily do so in the future.

Cost: Design Solution

15. Savings-By-Design Program Participation – Our team is quite familiar with this process having completed it numerous times before and will participate in the program which will deliver additional savings to the City.

Cost: Design Solution



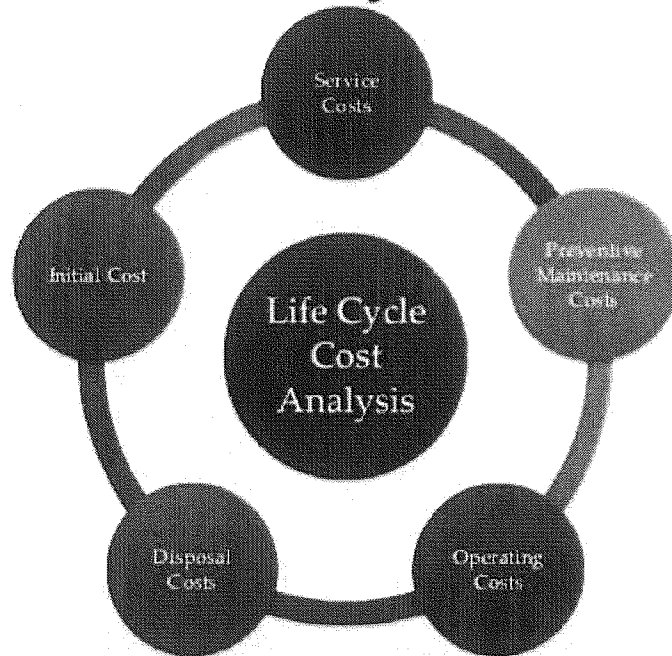
**R.A.BURCH
CONSTRUCTION**



RF5Q No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

LIFECYCLE COST ANALYSIS

The Life Cycle Cost Analysis



Overview

The Garden Grove Fire Station will be implementing a variety of design and construction strategies to achieve the most sustainable and energy efficient building possible. Calculating the implications of the Life Cycle Cost of the components is essential in determining accurate cost for not only initial installations, but also energy use and replacement costs throughout the life of the building. Our previous Design Build and Fire Station experience enables us to give the City an accurate representation of the estimated costs while continuing to utilize a holistic design approach to our careful selection of building materials and systems.

LCCA CHART

We have expanded the LCCA chart provided in the RFP to incorporate more of the specific materials we are proposing for the project. As such, they are listed in the far-left column. Additionally, part of our holistic approach is to salvage or recycle when possible. This cost is represented in the column labeled Recycle/Salvage Value in the spreadsheet. The subtotal in the far-right column takes into account the full life cycle of the proposed materials for the Garden Grove Fire Station.

Architectural Design

The total cost of ownership was deliberated when designing the site and building. Interior materials were chosen for their durability and ease of maintenance. Aesthetics, sustainability, and durability were all qualities that we considered when selecting the exterior materials. Our approach is to minimize energy consumption through specific programming requirements on the site. We designed the Garden Grove Fire Station to take advantage of the following features:

- Sun path for building orientation
- Operable windows to optimize natural ventilation and daylighting
- High efficiency glazing to reduce solar heat gain and noise transmission
- Cool roofing with high SRI to reduce cooling loads
- Indigenous, low maintenance planting to reduce water use and maintenance demands

The need to design and build sustainably is our responsibility. Taking advantage of the natural sun and wind exposure and orientation is something that we do on each of our projects making it as efficient and site appropriate as possible. We are incorporating operable windows for daylighting and natural ventilation. The Solarban 60 high efficiency glass that we are proposing will help reduce heat gain and cooling loads.

We are proposing to install standing seam metal roofing for the Fire Station. This material complies with the cool roof requirements, which can reduce the required tonnage of the HVAC units because the cooling load will be reduced. A cool roof saves money because it reduces the amount of heat that is absorbed through the roof itself. The metal roofing has a 25-year warranty and will need to be replaced once within the 50-year lifespan of the building.

The exterior building materials and wall systems are durable, sustainable, and beautiful. We propose to utilize a combination of stucco and metal siding for the exterior skin. These materials will last well beyond the 50-year timeframe. Both materials require minimal maintenance and upkeep.

Our selection of flooring materials was chosen based on sound absorption qualities and durability in this very public facility.

We have utilized a combination of decorative concrete and carpet tile materials to maintain a low maintenance, highly durable finish throughout. The carpet selected is appropriate for high traffic facilities and has an expected life of 15 years. The resilient flooring is anticipated to have a 25-year life. The decorative concrete, with proper maintenance, will last well beyond 50 years.

As part of our holistic design approach, we will engage the architectural elements with the overall building systems to ensure an efficient design. We have worked on numerous projects that incorporate Savings by Design, a program through the energy provider SCE, in order to incorporate their feedback and ideas for energy savings into new and retrofitted buildings. They are an excellent source for innovative ideas and offer potential monetary incentives to owners and design teams that meet specific criteria. As the design progresses, we will engage SCCE as a stakeholder in this energy efficient design process.

Mechanical Design

The HVAC system serving the Fire Station combines a hybrid natural ventilation concept with a packaged rooftop gas/electric system which includes roof-mounted, self-contained HVAC units and ductwork located in the ceiling spaces. The HVAC system is estimated to have a total cooling capacity of 12 tons. Units shall be dedicated to serving the individual thermal zones throughout the Fire Station (see attached thermal zone plan). Thermal zones 4 ½ tons or larger in capacity will have economizers implemented.

In addition, an alternate split system heat pump system is also considered with fan coils in ceiling space and condensers located either on grade or on roof.

The energy consumption based on the operating hours equals a total of 71,500 kWh at a cost of \$10,725 per year for HVAC operation. This is based on a cost of 0.15 cents per kWh/hr. Overall building systems will operate at a rate of 88.69 KBTU/SFYEAR. Note that the KBTU/SFYEAR value is for all the systems operating in the building including interior lighting, exterior lighting, space heating, space cooling, fans, domestic hot water, receptacle equipment and process energy.

The HVAC system maintenance cost will be approximately \$1,000 per year for the first year.

HVAC life expectancy is 15 years. The cost of the HVAC units is amortized in the LCCA table.

Plumbing Design

The plumbing systems shall include commercial grade fixtures which will be ultra-low flow to exceed LEED requirements. The facility will comply with the requirements of the California Building Code, 2016 edition; California Plumbing Code (CPC), 2016 Edition; California Energy Code (Title 24), 2016 Edition; local fire department regulations, and all other jurisdictions having authority.

The plumbing systems shall include domestic cold water, domestic hot and hot water return system and, sanitary waste and vent system. Areas subject to rain water shall be provided with primary and secondary drainage systems. The domestic hot water heating system shall be comprised of two instantaneous gas (non-storage) domestic hot water heaters totaling approximately 200,000 BTUH each (400,000 BTUH total).

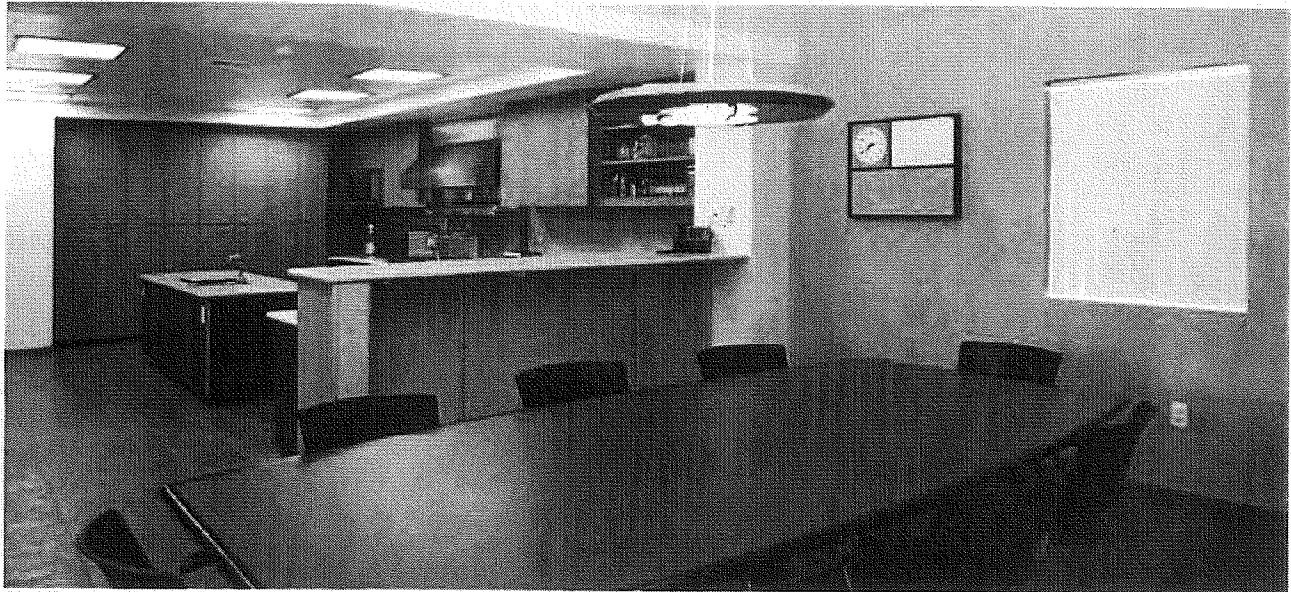
The maintenance associated with the plumbing systems is predominantly predicated upon the changing of batteries in the sensor flow faucets, which will be minimal.

The integration of the ultra-low flow components shall result in a potential reduction in water consumption resulting in water savings of approximately 35,000 gallons per year. Based on a \$3 per hundred cubic feet of water change, this will result in approximately a \$140.00 annual cost savings to the facility.

Electrical Design

The electrical design will include all lighting fixture furnished with exclusively LED lamping to ensure maximum energy efficiency but more importantly prolonged lamp life resulting in no nuisance maintenance for lamp replacement dramatically reducing the overall cost of operating and maintaining the building lighting system.

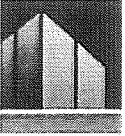
In addition to LED lamping, all lighting fixtures will be provide with state of the art technology allowing dimming and daylight control and occupancy motion sensing. The controls will ensure the lighting fixtures are only operating when an occupant or patron is present, and when exterior lighting contribution is insufficient to adequate illuminate the interior spaces. These controls will ensure the lighting fixtures operate at a minimum and only when required, extended the lamp life by up to 30% further lower the overall operating cost of energy and maintenance.



Finally, additional life cycle extending practices that will be employed electrical will be the use of all panel board bussing in the facility provided as copper. Copper bussing will ensure a longer life of the branch circuit panel boards and higher efficiency by means of less resistance. This will lower the overall maintenance and operating cost.

The value of any life cycle cost analysis is the ability to organize and use this information in a way to help drive decision making during the design phase in a way that accounts, not only for initial cost, but with an understanding of the long term cost of those decisions. This analysis typically would also include a review of the operating expense of various options. As an experienced Design Build team, we believe we have presented solutions that provide the CITY OF GARDEN GROVE with durable, efficient, and sustainable design selections that are appropriate for the GARDEN GROVE Fire Station project.

Building system	Initial Cost (I)	Life Expectancy (L)	# replaced in 50 yrs	total replacement R	Annual Energy Cost in KWh	Annual Energy x 50 Years (E)	Total I + R + E	Recycle cost	Subtotal
Package Elec./NG Unit	\$30,000.00	25 Years	(1) Package Unit	\$36,000.00	\$10,047.00	\$502,350.00	\$568,350.00		
Heat Pump	\$30,000.00	25 Years	(1) Fan Coil Unit (1) Outdoor Unit	\$36,000.00	\$10,725.00	\$536,250.00	\$602,250.00		
Light Fixture 1 - 2X4 LED	\$250.00	30 Years	1	\$125.00	\$32.00	\$1,600.00	\$1,975.00		
Light Fixture 2 - LED DOWNLIGHT	\$200.00	30 Years	1	\$100.00	\$21.00	\$1,050.00	\$1,350.00		
Light Fixture 3 - LED HIGHBAY	\$500.00	30 Years	1	\$250.00	\$23.00	\$1,150.00	\$1,900.00		
Light Fixture 4 - LED 1X4	\$225.00	30 Years	1	\$125.00	\$17.00	\$850.00	\$1,200.00		
Light Fixture 5 - LED SITE LIGHT	\$3,500.00	30 Years	1	\$500.00	\$54.00	\$2,700.00	\$6,700.00		
Light Fixture 6 - LED WALL LIGHT	\$800.00	30 Years	1	\$300.00	\$39.00	\$1,950.00	\$3,050.00		
Roof System - Metal Roofing	\$118,000.00	50 Years	1	\$143,000.00	\$0.00	\$0.00	\$261,000.00		
Roof System - Sarnafil	\$15,000.00	30 Years	1	\$18,000.00	\$0.00	\$0.00	\$33,000.00		
Exterior Wall System - Metal Panel	\$112,000.00	50 Years	1	\$135,000.00	\$0.00	\$0.00	\$247,000.00		
Exterior Wall System - glazing	\$45,000.00	30 Years	1	\$58,000.00	\$0.00	\$0.00	\$103,000.00		
Exterior Wall System - doors	\$1,500.00	30 Years	1	\$1,875.00	\$0.00	\$0.00	\$3,375.00		
Exterior Wall System - storefront	\$6,800.00	30 Years	1	\$8,160.00	\$0.00	\$0.00	\$14,960.00		
Interior Wall - wallboard/tile	\$28,000.00	25 Years	1	\$35,000.00	\$0.00	\$0.00	\$63,000.00		
Exterior Lighting	\$3,500.00	30 Years	1	\$500.00	\$54.00	\$2,700.00	\$6,700.00		
Electrical Switchgear	\$35,000.00	25 Years	1	\$42,000.00	\$0.00	\$0.00	\$77,000.00		
Standby Generator	\$8,800.00	25 Years	1	\$10,260.00	\$0.00	\$0.00	\$19,060.00		



**R.A.BURCH
CONSTRUCTION**



RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

FURNITURE, FIXTURES, AND EQUIPMENT

(7) FURNITURE, FIXTURES, AND EQUIPMENT

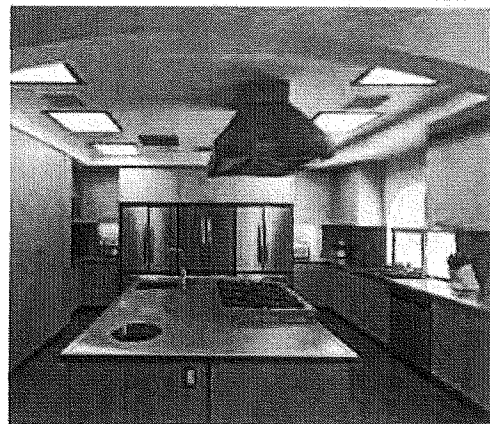
FURNITURE, FIXTURES AND EQUIPMENT



A close partnership must exist within the Design/Construction Team with all phases of the interior design and space planning. For the Fire Station 6 facility, our RABC-ECC experienced team will make the integration of FF&E seamless from design to installation:

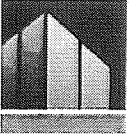
Having completed many Fire Station projects as the Architect of Record, JKA has also taken the lead on developing detailed FF&E (Furnishings, Fixtures and Equipment) information for these stations. FF&E often includes not only the furnishings for the station (chairs/tables/desks) but can include beds, pots and pans, tools and equipment. Having the knowledge of what is required in an operational fire station, along with years of experience selecting the FF&E for these stations, we understand how to select durable, cost effective products. Often times the furnishings can be sourced from manufacturers with GSA approved pricing already established, ensuring the most value for your available dollars.

Our process for developing the FF&E selections begins with a meeting to discuss what items are being included in the FF&E budget. From there we will develop a detailed binder of items, with proposed selections, finishes, manufacturer options and cost data. A sample of a page from a typical FF&E binder is included below. Once the binder is developed in a draft form we again sit down with the team to review each item proposed, along with an updated budget sheet to verify the proposed selections are within budget.



The FF&E list provided with the addenda is not truly a listing of FF&E items, as many of the items on that list are generally building components because they must be built into the building. Making sure that all the necessary items required to effectively operate the station upon move in is critical, and our experience in doing this will be vital in making sure that the proper FF&E items are in place when the station goes on line.

Product Line	Description	Location	Qty	Price	Total	5% Delivery	Lead Times	Distributor	Contact	Action Items
Specialty Equipment										
SE-1	Work Bench - 10' Steel top, Second shelf	Workshop 130	1	\$3,000.00	\$3,000.00		Fabricate in Field		TBP - Already Built	
SE-2	Slinger Tool Grid - 5ft (RED)	Workshop 130	2	\$262.00	\$524.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	Color: Red, Typ. For all Geargrid Items
SE-3	IY-0305W Ice maker with B-400 Bin Storage	App Bay	1	\$3,087.83	\$3,087.83		2 Days (Currently in Stock) 3-4 Weeks if not in stock.	East Bay Restaurant Supply Inc.	Sacramento - 916.440.0620	Half Dice
SE-4	Hose Storage Unit	Hose Storage 131	1	\$1,755.00	\$1,755.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-5	Mini Mobile - SCBA Bottle Storage Unit	Hose Storage 131	1	\$869.00	\$869.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-6	T6X - Extractor	Laundry 132	1	\$24,179.00	\$24,179.00		4-8 weeks	Western State Design	Bryan Maxwell - bmaxwell@westernstatedesign.com - 800.633.7153 ext 316	
SE-7	FC-3 Drying Cabinet	Laundry 132	1	Included above	Included above		4-8 Weeks	Western State Design	Bryan Maxwell - bmaxwell@westernstatedesign.com - 800.633.7153 ext 316	
SE-8	Large Washer with Power Wash Cycle 4.2 CU. FT - White	Laundry 110/132	2	\$1,112.98	\$2,225.96		1-2 Weeks	Sears	1420 Travis Blvd Fairfield, CA 94533 - 707.432.2000	home master protection agreement - \$319.99) Included in Price
SE-9	Maxima Front Load Dryer w/ Rapid Dry Cycle 7.4 CU. FT - White	Laundry 110/132	2	\$1,289.98	\$2,579.96		1-2 Weeks	Sears	1420 Travis Blvd Fairfield, CA 94533 - 707.432.2000	(5 yr in home Master Protection Agreement \$289.99) Included in Price
SE-10	Turn out Hanging Bar (6' Topside Rack)	Laundry 132	1	\$106.00	\$106.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-11	Turn Out lockers	Turnout 133	16		\$5,018.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-12	(2) 60" W x 24" D x 84" H, (1) 96" W x 24" D x 84" H, (1) 48" W x 24" D x 84" H Storage Shelving	Storage 134			\$1,797.45		4 Weeks	Global Industries	Order online. Or approved equal.	TBP -Field Verify the clear space prior to ordering.
SE-13	Topside Rack - 6ft	Decon 125	1	\$106.00	\$106.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-14	96"W x 24"D x 84"H Storage Shelving	Med Storage Opt Shelving	1	\$424.95	\$424.95		4 Weeks	Gear Grid	Order online. Or approved equal.	TBP -Field Verify the clear space prior to ordering.



**R.A.BURCH
CONSTRUCTION**



CONSTRUCTORS, Inc.

RFSQ No. 5-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

SKILLED LABOR FORCE AVAILABILITY

(8) SKILLED LABOR FORCE AVAILABILITY

Skilled Workforce Commitment

RABC-JV A Joint Venture (JV), the entity, makes this agreement with the City of Garden Grove (City) that JV and its subcontractors at every tier will comply with requirements of PCC 22164(c) and that JV will provide the City with evidence, on a monthly basis while the project or contract is being performed, that JV and its subcontractors are complying with the requirements of this subdivision.

R. A. Burch Construction and EC Constructors have agreement to train apprentice for Carpentry, Laborer (Building), and Cement Mason trades with the San Diego Associated General Contractors (SDAGC). SDAGC has State approved apprenticeship training program that operates in San Diego and Riverside Counties. In addition to training apprentice, both entities employ skilled journeypersons that have graduated from SDAGC and journeypersons that are currently being certified as skilled tradespersons as allowed by State regulations.

It is not practical to include all agreements from all subcontractors in the proposal. We have included copy of agreement for our firms to train apprentice with the SDAGC. The JV hereby insures to the City that all subcontractors shall utilize skilled workforce, including training apprentice, in a State approved program. There are several State approved training programs through SDAGC, ABC, and various unions that provide the State mandated training in Southern California to meet the project requirements. We can provide copies of agreements to City for each subcontractor prior to start of construction.

AGREEMENT TO TRAIN APPRENTICES

RECEIVED
APPRENTICESHIP STANDARDS
SAN DIEGO

District No. _____
DAS File No. _____

NAME OF EMPLOYER R.A.BURCH CONSTRUCTION CO. INC.			
MAILING ADDRESS (STREET AND NUMBER)	CITY	ZIP CODE	TELEPHONE NUMBER
P.O. Box # 1247	Ramona, Ca.	92065	619-693-1477
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)			
OCCUPATION CARPENTER			BOY No 860.381.022
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE			
AREA COVERED BY APPRENTICESHIP STANDARDS SAN DIEGO			

THE OFFICIAL whose signature follows, agrees in behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By *R. A. Burch*
R.A. BURCH CONSTRUCTION CO.
Title PRESIDENT Date 6/26/89

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By *L.A. Garcia*
L.A. GARCIA
SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE
Title Apprenticeship Coordinator Date 6-29-89

Approved:
DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE OF APPROVAL
July 1, 1989

[SIGNED] By *Tony Diaz* Date 7-3-89
Apprenticeship Consultant
Tony Diaz

REMARKS:

AGREEMENT TO TRAIN APPRENTICES

RECEIVED
DIR/DAS
SANTA ANA

06 JUL 31 PM 1:30

District No. 16

DAS File No. 19161

NAME OF EMPLOYER <u>E.C. Constructors, Inc.</u>			
MAILING ADDRESS (STREET AND NUMBER) <u>851 Terra Ln.</u>		CITY <u>El Cajon</u>	ZIP CODE <u>CA 92019</u>
TELEPHONE NUMBER <u>(619) 540-7181</u>			
ADDRESS OF TRAINING LOCATION (IF DIFFERENT) <u>Various</u>			
OCCUPATION <u>CEMENT MASON</u>			DOT No. <u>844.364.010</u>
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS <u>SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE</u>			
AREA COVERED BY APPRENTICESHIP STANDARDS <u>SAN DIEGO, ORANGE, SAN BERNARDINO, RIVERSIDE & IMPERIAL COUNTIES</u>			

THE OFFICIAL whose signature follows, agrees in behalf of the above named employer to train apprentices in the designate occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provistar thereof.

[SIGNED] By _____

James J. Simmons

Title PRESIDENT Date 6/9/06

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

P Saucedo

Title TRAINING DIRECTOR Date 6/9/06

PETE SAUCEDO
SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE

Title TRAINING DIRECTOR Date 6/9/06

Approved:

DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE OF APPROVAL
6-9-06

[SIGNED] By _____

Jerry Lamy

Apprenticeship Consultant Date 7-24-06

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS



AGREEMENT TO TRAIN APPRENTICES

RECEIVED
DIR/DAS
SANTA ANA

06 JUL 31 PM 1:30

District No. 16

DAS File No. 19161

NAME OF EMPLOYER			
E.C. Constructors, Inc.			
MAILING ADDRESS (STREET AND NUMBER)	CITY	ZIP CODE	TELEPHONE NUMBER
851 Terra Ln.	El Cajon	CA 92019	(619) 540-718
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)			
Various			
OCCUPATION			DOT No.
CARPENTER			860.381.022
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS			
SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE			
AREA COVERED BY APPRENTICESHIP STANDARDS			
SAN DIEGO, ORANGE, SAN BERNARDINO, RIVERSIDE & IMPERIAL COUNTIES			

THE OFFICIAL whose signature follows, agrees in behalf of the above named Employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By *James J. Summary*
James J. Summary
 Title PRESIDENT Date 6/9/06

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By *Pete Saucedo*
PETE SAUCEDO
SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE
 Title TRAINING DIRECTOR Date 6/9/06

Approved:
 DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE OF APPROVAL
6-8-06

[SIGNED] By *Gregory K. ...* Date 7-24-06
 Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
 DEPARTMENT OF INDUSTRIAL RELATIONS
 DIVISION OF APPRENTICESHIP STANDARDS



AGREEMENT TO TRAIN APPRENTICES

RECEIVED
DIR/DAS
SANTA ANA

06 JUL 31 PM 1:33

District No. 16

DAS File No. 05043

NAME OF EMPLOYER E.C. Constructors, Inc.			
MAILING ADDRESS (STREET AND NUMBER) 851 Terra Ln.			
		CITY El Cajon	STATE CA
		ZIP CODE 92019	TELEPHONE NUMBER (619) 540-7181
ADDRESS OF TRAINING LOCATION (IF DIFFERENT) Various			
OCCUPATION CONSTRUCTION CRAFT LABORER			
			DOT No. 869.463.580
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE			
AREA COVERED BY APPRENTICESHIP STANDARDS SAN DIEGO COUNTY			

THE OFFICIAL whose signature follows, agrees in behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By *James J. Sumner*
 Title PRESIDENT Date 6/9/06

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

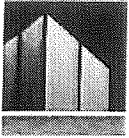
[SIGNED] By *P Saucedo* - **PETE SAUCEDO**
SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE
 Title TRAINING DIRECTOR Date 6/9/06

Approved:
DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE OF APPROVAL
6-9-06

[SIGNED] By *James J. Sumner* Date 7-14-06
 Apprenticeship Consultant

REMARKS:



**R.A.BURCH
CONSTRUCTION**



RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

OFFER/COST PROPOSAL

Appendix B – Pricing Page

(9) OFFER/COST PROPOSAL

APPENDIX B

PRICING PAGE

The design and construction of the project shall be completed within a Guaranteed Maximum Price (GMP) of \$5,239,000 for the new Fire Station and Community Building, all Furniture, Fixtures & Equipment (FF&E) costs, IT/Data, Communications, all code requirements and fees, infrastructure, inclusive of all requirements set forth in this RFP.

The undersigned certifies that he/she has read all documents related to this Request for Proposal and understands all terms and conditions related thereto and as required in the RFP and the contract documents. In conformity with the Scope of Work and the Contract Documents, the undersigned proposes to the CGG the following:


Guaranteed Maximum Price not to exceed \$5,239,000: Furnish all labor, materials and equipment necessary to design and build Fire Station 6 and the Community Building in conformance with the requirements set forth in this RFP.

Fire Station 6: FIVE MILLION ONE HUNDRED THIRTY SIX THOUSAND SIX HUNDRED THIRTY DOLLARS dollars (\$5,110,613.00)

Community Building: ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED SIXTY THREE DOLLARS dollars (\$1,253,463.00)

Total GMP: SIX MILLION THREE HUNDRED SIXTY FOUR THOUSAND SEVENTY SIX DOLLARS dollars (\$6,364,076.00)

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty (180) days from the Proposal Submittal Deadline, and at no time in case of successful Offeror.



Signature of Person Authorized to Sign

R. A. Burch

Printed Name

February 8, 2017

Date

Managing Partner

Title

DESIGNATION OF SUBCONTRACTORS

<u>Portion of Work</u>	<u>Subcontractor</u>	<u>DIR#</u>	<u>Location & Place of Business</u>
Polished Concrete	MSI	1000006683	San Diego, CA
Rough Carpentry	Briven	1000042390	Vista, CA
Drywall/Stucco	Burch Construction	1000006017	Ramona, CA
Playground Equipment	PD Play	1000006514	Vista, CA
Plumbing	Barrack-Nickols	1000025113	Spring Valley, CA
Roll-Up Doors	So Cal Doors	1000007100	Duarte, CA
Modular Bldgs.	AMCI	1000007364	Victorville, CA
Metal Roofing	EMS	1000000358	Poway, CA
Cabinets	ARCE	1000005414	Lakeside, CA
HVAC	MM	1000006955	Corona, CA
Driv./Earthwork	Claus Const.	1000004349	Lakeside, CA
Rebar	Quality	1000000742	Poway, CA
Alum. Windows	ALOS	1000005440	Mira Loma, CA
Doors & Hardware	C.D.	5788	Lakeside, CA
Earthwork	NPR	1000002150	Warner Springs, CA
Rebar A.C. Pav'g	Rebar Pav'g	1000002050	Corona, CA

RABC-ECC A Joint Venture

PROPER NAME OF BIDDER

[Handwritten Signature]

BY

EXHIBIT F: NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

CITY OF GARDEN GROVE, COUNTY OF ORANGE

R. A. Burch

being first duly sworn,

deposes and says that he/she is Managing Partner - RABC-ECC A Joint Venture

(Title)

(Name of Bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

R. A. Burch

(Signature)

R. A. Burch

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20

My Commission Expires:

Notary Public _____

See attached

California Jurat

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California }

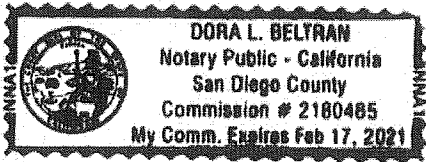
County of San Diego}

Subscribed and sworn to (or affirmed) before me this 8th day of February,
Month

2017, by R. A. Burch _____, and
Name of Signer

_____ proved to
Name of Signer (if any)

me on the basis of satisfactory evidence to be the person(s) who appeared before me.



[NOTARY SEAL]

Dora L. Beltran
Signature of Notary Public